

# Invitation to Negotiate (ITN)



**"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."**



## Employee Benefits Brokerage & Consulting Services

ITN 486-2022

ITN Released: September 28, 2021

Deadline for Questions\*: 2:00 p.m. on October 12, 2021

Replies Due\*: 2:00 p.m. on November 18, 2021

June Kail  
Procurement Officer  
Leon County Schools  
Purchasing Department  
3397 West Tharpe Street  
Tallahassee, Florida 32303

\*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)

# ITN Timeline

Steps in the ITN process	Date and Time	Location (if applicable)
Release of ITN	September 28, 2021	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Non-Mandatory Pre-Reply Conference	October 5, 2021 at 2:00 p.m.	<u>Conference Call</u> Dial-In: 1-605-562-8400 Access Code: 4228924
Written Questions Due	October 12, 2021 at 5:00 p.m.	Submit to: June Kail, Procurement Officer Subject: ITN 486-2022 Employee Benefits Brokerage and Consulting Services Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	November 8, 2021	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Sealed Replies Due and Opened	November 18, 2021 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITN 486-2022 Benefits Brokerage and Consulting Services Tallahassee, FL 32303* <small>*Also the location for the Reply Opening</small>
Evaluation Team Meeting	November 29, 2021 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	January 2022	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	February 2022	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Anticipated Date the District will Advertise its Notice of Board Decision	February 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>

# Table of Contents

<b>ITN Timeline</b>	<b>2</b>
<b>SECTION 1: Key information</b>	<b>5</b>
1.1. Quick Facts	5
1.2. Resources	5
1.3. How to Contact Us (Procurement Rules and Information)	5
1.4. Developing Your Reply	6
1.5. Submitting Your Reply	7
1.6. Reply Opening	8
1.7. Disposition of Replies	8
1.8. Changes to the ITN	9
1.9. Protest Procedures	9
<b>SECTION 2: Scope of Work</b>	<b>10</b>
2.1. Background	10
2.2. Procurement Overview	10
2.3. Transition and Service Implementation	10
2.4. Contract Term	10
2.5. Goals and Objectives of the ITN	11
2.6. Compensation	11
2.7. Current Services	12
2.8. Scope of Work	12
2.9. Performance Monitoring	17
<b>SECTION 3: Procurement Rules and Information</b>	<b>18</b>
3.1. Contents and Format of Technical Reply Submittals	18
3.2. Contents and Format of Cost Reply Submittals	23
3.3. Reply Evaluation and Negotiation Process	24
3.4. Advertising Notice of Board Decision	29
3.5. No Prior Involvement and Conflicts of Interest	29
3.6. Confidentiality, Proprietary, or Trade Secret Material	29
3.7. Small Business Participation	30
3.8. Local Business Preference	30
<b>SECTION 4: Contract Terms and Conditions</b>	<b>31</b>
4.1. Contract Modifications	31

4.2.	Travel Expenses .....	31
4.3.	E-Verify .....	31
4.4.	Subcontracts .....	31
4.5.	Background Screening Requirements .....	32
4.6.	Insurance .....	32
4.7.	Copyrights, Right to Data, Patents, and Royalties .....	32
4.8.	Independent Contractor Status .....	33
4.9.	Contact with Students .....	33
4.10.	Assignment .....	33
4.11.	Force Majeure .....	33
4.12.	Severability .....	34
4.13.	Reservation of Rights .....	34
4.14.	Americans with Disabilities Act .....	34
4.15.	Employment of District Personnel .....	34
4.16.	Legal Requirements .....	34
4.17.	Conflict of Law and Controlling Provisions .....	34
4.18.	Default .....	34
4.19.	Termination .....	35
4.20.	Public Records .....	35
4.21.	Indemnification .....	36
4.22.	Disputes .....	36
4.23.	Scrutinized Companies Certification .....	36
4.24.	Health Insurance Portability and Accountability Act (HIPAA) .....	37
<b>SECTION 5:</b>	<b>Definitions .....</b>	<b>38</b>
<b>Attachment I</b>	<b>.....</b>	<b>40</b>
<b>Attachment II</b>	<b>.....</b>	<b>41</b>
<b>Attachment III</b>	<b>.....</b>	<b>43</b>
<b>Attachment IV</b>	<b>.....</b>	<b>44</b>
<b>Attachment V</b>	<b>.....</b>	<b>45</b>
<b>Attachment VI</b>	<b>.....</b>	<b>49</b>
<b>Attachment VII</b>	<b>.....</b>	<b>50</b>
<b>Attachment IX</b>	<b>.....</b>	<b>51</b>

# SECTION 1: Key information

---



## 1.1. Quick Facts

- a. The Board, on behalf of the Leon County School District, is inviting competitive sealed responses from qualified Respondents to explore the various questions outlined in the ITN and to determine, through the negotiation process, the best way to provide benefits (including medical coverage) to the Districts eligible employees, retirees, and their dependents. The District has determined negotiations are necessary for it to receive the best value.
  - b. This ITN is a multi-step procurement process, including a technical evaluation, a cost evaluation, and a negotiation phase.
  - c. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
  - d. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- 



## 1.2. Resources

- a. The District currently offers health plans, dental plans, vision plans, flexible spending accounts, life insurance, accidental death & dismemberment, disability insurance, accident insurance, critical illness/cancer coverage, hospital indemnity insurance, voluntary additional life insurance, and identity theft protection to current employees. Retirees are offered health, dental, and life insurance.

The 2020/2021 Benefits Guide also provides further detail on current coverage options, available at <https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/33/20-21%20Benefits%20Guide.pdf>.

- b. Services are currently provided through the Board's Employee Benefits Brokerage and Consulting Services contract with Rogers, Gunter, Vaughn Insurance, Inc./HUB. The current contract is available at <https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/CURRENT%20RFP/RFQ4152018EMPLOYEEBENEFITS/RFQNo4152018EmployeeBenefitsBrokerageConsultingServices.pdf>. Health insurance is provided by Capital Health Plan and Florida Blue whose contracts may be accessed at <https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/CURRENT%20RFP/RFP4312018GROUPHEALTHINSURANCE/RFP4312018FINALGroupHealthInsurance.pdf>.
- c. Many District employees belong to one of three active bargaining units. The bargaining agreements with the applicable bargaining units are available at <https://www.leonschools.net/Page/86>.



---

## 1.3. How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
  - b. The Non-Mandatory (optional) Pre-Reply Conference is an opportunity for interested companies to ask questions. Oral questions will be entertained at the Non-Mandatory Pre-Reply Conference as outlined in the Timeline. The District's answers to oral inquiries are non-binding and are not considered the official position of the District unless those questions are subsequently submitted in writing, per this Section.
  - c. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website.
-

- 
- d. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN, or persons acting on their behalf, may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or during the negotiation phase, as directed by the District. Violation of this provision may be grounds for rejecting a Reply.
  - e. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206, at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
  - f. **The District's Procurement Officer**  
**Name:** June Kail, Procurement Officer  
Purchasing Department  
Leon County Schools  
3397 W. Tharpe Street  
Tallahassee, FL 32303  
**Telephone:** (850) 488-1206  
**Email:** [purchasing@leonschools.net](mailto:purchasing@leonschools.net)
  - g. The Respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any District or Avail employee related to this ITN (see Section 2.2 of this ITN). Only written communications from the District's Procurement Officer are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent. Any discussion by a Respondent with any employee or representative of the District, involving cost or rate information, outside of the negotiation phase, and occurring before the District advertises its Notice of Board Decision, may result in the rejection of that Respondent's Reply.
- 



## 1.4. Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
  - b. Respondents should take the time to read and understand the ITN. In particular, they should:
    1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
    2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
    3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
  - c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon, and thoroughly describing their innovative solutions and their ability to meet the expectations of the District.
  - d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
  - e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the District
-

---

reserves the right to review innovative solutions and negotiate the best terms and conditions, if determined to be in its' best interest.

- f. Respondents must use the Rate Information Sheet, Attachment I, to submit its pricing. Respondents shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. Respondents should thoroughly review their Reply before submission to ensure its Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District shall reject any and all Replies that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Reply rejected for failure to meet these requirements will not be evaluated further:
  - 1. The Respondent shall ensure that all data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;
  - 2. The Respondent's Reply shall demonstrate that it has at least five (5) years within the last 10 years, of business/corporate experience in providing benefits brokerage services to commercial or governmental clients;
  - 3. The Respondent's Reply shall demonstrate that it has experience in providing benefits brokerage services to at least three (3) accounts with 1,000 or more employees, preferably public sector;
  - 4. Respondent's Reply and all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
  - 5. The Respondent shall complete and submit Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
  - 6. The Respondent shall possess and provide a copy of an active, certified Florida Department of Financial Services Insurance Agency license.



## 1.5. Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the relevant ITN number and the date and time of the reply opening clearly marked on the envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Replies submitted via email or fax.**
- b. Respondents must mail or otherwise deliver their Replies to the following address:  
**Leon County Schools**  
**Purchasing Department**  
ITN 486-2022 Benefits Brokerage & Consulting Services  
Attn: June Kail, Procurement Office  
3397 W. Tharpe Street  
Tallahassee, FL 32303

- 
- c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the reply opening. **Late Replies will not be accepted.**
  - d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
  - e. Submit one (1) signed, original Technical Reply, five (5) hardcopies of the Technical Reply, and five (5) electronic copies of the Technical Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). The original physical Technical Reply will take precedence in the event there is a discrepancy between the original and one of the physical or electronic copies.
  - f. Submit one (1) signed, original Cost Reply, five (5) hardcopies of the Cost Reply, and five (5) electronic copies of the Cost Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.
  - g. The signed original Technical Reply and Cost Reply shall be clearly marked as "Original" and the physical copies shall be numbered one (1) through five (5).
  - h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 3.6, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
  - i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.
  - j. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.
- 



## 1.6. Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
  - b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed or addressed or those not correctly identified with the ITN number.
  - c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents who submitted Replies.
- 



## 1.7. Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time and by doing so, assumes no liability to any Respondent.
  - b. The District reserves the right to reject any Replies received in response to this ITN.
  - c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
-



---

d. All Replies become the property of Leon County Schools and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S.

---



### 1.8. Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411>. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

---



### 1.9. Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [bidprotests@leonschools.net](mailto:bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

---

*[The remainder of this page is purposefully blank]*

# SECTION 2: Scope of Work

## 2.1. Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District has a staff of approximately 5,600 people, including instructional, instructional support, administrative, support positions. Three (3) bargaining units represent instructional and school-related employees within the District. Compensation and benefits for union employees are negotiated, subject to ratification by union membership and approval by the Board. There are currently 4,132 active employees and retirees enrolled in one of the District's health coverage plans.

Member Type	Active Members	Active Dependents
Employees	2,932	2,199
Retirees	1,208	258

## 2.2. Procurement Overview

Through this solicitation, the District is seeking competitive and innovative solutions from experienced benefits brokerage services companies. The minimum requirements outlined in this ITN are based on the current program, but the District is inviting creative solutions from interested vendors. The Successful Respondent's solution shall be all-inclusive of any supportive services required to smoothly and successfully operate the program.

To assist with the ITN process, the District has engaged Avail Benefits, LLC, to consult with the District as a subject matter expert. No Respondent, broker, or agent shall provide any commission, fee, or benefit to Avail for consideration for or concerning the services sought through this ITN.

## 2.3. Transition and Service Implementation

The District will work with the Awarded Respondent(s) to execute one (1) or more contracts for services soon after the award of this ITN. Respondents must have the ability to begin the implementation of services upon award. The Awarded Respondent will serve as the Board's Agent of Record for Open Enrollment 2022, which will take place in July, with coverage beginning October 1, 2022.

## 2.4. Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (1) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	6 years

## 2.5. Goals and Objectives of the ITN

The District has specific goals relating to what it hopes to accomplish through this ITN and the new Contract(s). These include, but are not limited to the following:

- Provide the highest quality, comprehensive benefits to the District's Members, while maintaining affordability and cost efficiencies;
- Ensure a smooth transition/continuation of services from the current Contractor, to any new Contractor; minimizing disruption in the services provided;
- Determine what types of plans and voluntary benefits are in the best interest of the District and its Members;
- Ensure competitive pricing throughout the term of the Contract, including guarding against unexpectedly high renewal rate increases;
- Establish innovative and effective claims cost containment strategies throughout the term of the Contract(s);
- Provide innovative and flexible solutions that will meet current and future needs of the District and its Members;
- Provide transparency throughout the provider selection process with active engagement with the District.
- Provide robust and detailed reporting to the District to support management oversight; and
- Expand the use of modern technology to enhance coverage and services and improve the Member experience.

## 2.6. Compensation

The Board is seeking a solution that will provide the best value to the District. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Rate Information Sheet, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining best value. Vendors must provide the Cost Reply per the instructions in Section 3.2.

The Successful Vendor shall be compensated via the commissions paid by the contracted carriers up to the Maximum Annual Compensation Rate. Full disclosure of all Compensation earned, either directly or indirectly, is required. Use of intermediaries, wholesalers, subsidiary companies, etc. is encouraged if advantageous to the Board. However, all Compensation earned as a result must be disclosed. The Board reserves the right to seek additional records as a means of enforcing this provision. Non-disclosure of Compensation shall be grounds for immediate termination of the Contract. The Successful Vendor shall provide an annual statement from each carrier detailing all Compensation they provided the Vendor related to the Board.

To ensure the Board obtains services at the best value, the Board reserves the right, during the negotiation phase of the ITN process, to consider alternate pricing models or service offerings. A Vendor may propose such innovative solutions or alternate pricing models in TAB F of their Reply.

## 2.7. Current Services

The District currently makes a variety of benefits available to eligible employees following the collective bargaining agreements between the District and the employees' union. Coverage is also available to eligible retirees (for health, dental, and life) and dependents, including spouses and eligible children. Eligible employees and their dependents may continue their benefits while on an approved leave of absence by paying the full amount of the premiums. The District contributes at least 80% of single coverage premiums and at least 60% of two-person/family coverage premiums.

Two health coverage plans are currently available to employees: an HMO plan offered by Capital Health Plan and a PPO plan offered by Florida Blue. The District would like to continue to make available both an HMO plan option and a PPO plan option, but it is willing to consider alternative plan structures.

## 2.8. Scope of Work

The District is seeking an experienced benefits brokerage partner that can provide and source professional, highly qualified benefits guidance and services. Replies should specifically address the following service areas:

- a. **Benefits Management and Compliance:** The Contractor(s) shall develop short- and long-range employee benefit goals and strategies. This includes:
  - Apprising the Board of local and national benefit trends and develop, conduct, and summarize benefit surveys of public and private employers, focusing on benefits, contribution practices, funding, premium structures, etc., and comparisons to the District's package to help calibrate program offerings with employee and employer costs compared to similar organizations.
  - Develop, conduct, and summarize surveys for other purposes, such as disruption reports as well as market analysis and industry trend reports.
  - Research and report any new developments in the employee benefits arena on an ongoing basis.
  - Meet with and provide reports and presentations to various Board representatives as requested.
  - Partner with the Board to effectively manage the vendors that provide insurance and related services to the Board.
  - Guide legislative compliance and act as an advisor on issues such as discrimination testing, 5500 filings, Section 125, COBRA, HIPAA, Medicare, FMLA, ACA, and other federal compliance requirements and state-mandated benefits.
  - Prepare and distribute annual, legally required notices.
  - Provide overall guidance to the Board on health and welfare regulatory compliance.
  - Recommend programs and ideas to enhance the Board's culture and improve employee productivity and morale.
  - Educate and advise the Board on healthcare reform, specifically PPACA, and the key strategic decisions that the Board should consider.

- Recommend innovative ideas and new products, programs, and services to ensure a competitive and valued benefits program.
- Provide benefits-related advisory services throughout the plan year.

**b. Plan Sourcing and Selection:** The Contractor(s) shall solicit proposals and establish contracts with providers, including:

- Carry out all procurements in accordance with Leon County Schools policy and procedures, including compliance with applicable laws and rules.
- The Board will only accept carriers having an AM Best Rating of A-VII or better.
- Prepare bid specifications and solicit proposals, as needed from insurance markets that specialize in group insurance plans.
- All contracts must be procured and established per Section 112.08, F.S. To document compliance, the Contractor shall submit documentation summarizing the procurement activities before entering into a contract. The documentation will be reviewed and approved by the District's Director of Business Services before the contract is executed.
- Evaluate proposals, considering administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, and financial solvency.
- Provide the Board with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.
- Serve as an intermediary between the vendor(s) and the District during the implementation of new programs.
- Participate in negotiations with vendors on proposed rate or benefits changes to existing contracts.
- Additional Requirements for Health Insurance:
  - For health insurance specifically, the Contractor must solicit responses from the following health insurance companies in Spring 2022 for coverage beginning October 1, 2022. Contractors may contact other insurance providers in addition to those listed below.
    - Aetna
    - Anthem
    - Capital Health Plan
    - Cigna
    - Florida Blue
    - Humana
    - United Healthcare
  - The Contractor must negotiate with at least the top 3 vendors, after evaluating the submitted proposals.
  - The Board shall have at least one representative on the committee reviewing the proposals and at least one representative involved in the negotiation process.

- o Based on negotiations, the Contractor shall submit the proposal(s) in the best interest of the Board to the District for review and approval. The District shall have the ultimate approval over the plan(s) selected.
- c. **Enrollment and Member Services:** The Contractor shall assist the Board with the implementation of new plans and continued communication with Members, including:
- Partner with the LCS Benefits team in the administration of all group insurance plans including responding to questions from Members and proactively communicating information to Members.
  - Assist the Board with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings, as requested.
  - Assist new Board employees with enrolling in their benefits and answering any questions.
  - Provide support to Members during the annual Open Enrollment, including answering questions and assisting in making plan changes.
  - Work closely with the LCS Benefits team to develop and execute the Benefits Communication Strategy.
- d. **Cost Containment:** The Contractor shall take steps to ensure costs are kept as low as possible, while continuing to offer high-quality services and coverage, including:
- Obtaining, reviewing, and analyzing claims and financial data from each of the carriers at least quarterly, or upon request from the Board.
  - Use the actual data reviewed to provide a summary of the data, emphasizing important trends and emerging problems, with recommendations on the most cost-efficient funding methods for the benefits programs.
  - Introduce proven programs and ideas to manage costs.
  - Recommend innovative ideas and products, programs, and services to ensure a cost-effective benefits program.
- e. **Reporting:** The Contractor(s) shall provide the following reports by the date listed below. Ad-hoc report requests shall be fulfilled within three (3) business days of request. All reports and data with LCS information submitted by carriers shall be sent directly to LCS, with a copy to the Contractor. At no time shall the Contractor edit, alter, or summarize data without also providing the raw data used to create such summaries. The Contract Manager will work with the Contractor to finalize the format of the requested data within 30 days of Contract execution; however, Respondents are expected to provide most, if not all, of the information listed below.

Report #	Report Name	Due Date	Description
DEL-001	Quarterly Preventative Health Utilization	By the 5 <sup>th</sup> business day of each July, October, January,	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each quarter, by Member ID, including gender, whether Member or

Report #	Report Name	Due Date	Description
		and April for the prior quarter	Dependent, and any other relevant information.
DEL-002	Quarterly High-Cost Claims	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the top 10% of claims, by Member ID, for the quarter. Claim costs should reflect actual costs after network discounts.
DEL-003	Quarterly Claims History	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all claims for the quarter, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-004	Quarterly Pharmacy Utilization	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all pharmacy utilization for the quarter, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-005	Quarterly Wellness Program Utilization	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the quarterly utilization of the wellness program benefits.
DEL-006	Quarterly Denied Coverage	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior quarter. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.
DEL-007	Annual Preventative	By the 10 <sup>th</sup> business day of July, for the period	This report shall include the total available screening/preventative health benefits provided at no cost and how many are

<b>Report #</b>	<b>Report Name</b>	<b>Due Date</b>	<b>Description</b>
	Health Utilization	of July 1 <sup>st</sup> - June 30 <sup>th</sup>	utilized each year, by Member ID, including gender, whether Member or Dependent, and any other relevant information.
DEL-008	Annual High-Cost Claims	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on the top 10% of claims, by Member ID, for the year. Claim costs should reflect actual costs after network discounts.
DEL-009	Annual Claims History	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on all claims for the year, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-010	Annual Medical Loss Ratios	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall show the annual proportion of premium revenues spent on clinical services and quality improvement for Members.
DEL-011	Annual Pharmacy Utilization	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on all pharmacy utilization for the year, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-012	Annual Wellness Program Utilization	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on the yearly utilization of the wellness program benefits.
DEL-013	Annual Denied Coverage	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior year. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's



Report #	Report Name	Due Date	Description
			Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.

## 2.9. Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Respondent's performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk reviews of records related to solicitation and selection of benefit partners, insurance benefits, coverage, and claims (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same, whether random or statistical);
- On-site reviews of Contract records maintained at the Contractor's business location;
- Interviews with the Contractor or District staff;
- Site Visits; and
- Bi-annual and annual audits.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Respondent the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$5,000 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

*[The remainder of this page is purposefully blank]*

# SECTION 3: Procurement Rules and Information

## 3.1. Contents and Format of Technical Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's evaluation team.

### a. **TAB A Overview** (limit 15 pages)

#### 1) **Cover Letter**

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN;

#### 2) **Executive Summary**

An executive summary of the Respondent's Reply. The executive summary will describe the overall solution, cost methodology, assumptions, and innovative ideas the Respondent proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;

#### 3) **Financial Interest**

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

#### 4) **Required Forms**

Respondents shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
- Documentation from the Florida Department of Financial Services supporting active licensure as an Insurance Agency;
- Completed Application for Vendor Status\*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- Attachment III, Notice of Conflict of Interest;
- Attachment IV, Vendor Contact Information; and
- The completed, notarized, Attachment VI, Local Preference Affidavit.

\*Please note, if the Vendor is already registered with the District, it does not need to submit another application.

**b. TAB B Experience and Organization** (limit 50 pages)

**1) References**

Using Attachment V, Respondent's Reference Form, Respondents shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Respondent has provided services of similar scope and size to the services identified in this ITN. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Respondent's Reference Form for References. Reference(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Respondent's Reply and to consider references when determining best value.

**2) Prior Work Experience**

**i. Narrative/Record of Past Experience**

As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the Respondent has at least five (5) years of experience within the last 10 years in providing benefits brokerage services to commercial or governmental clients, preferably public sector. Details of the Respondent's experience that meets this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include:

- A description of experience providing services similar in nature to the services sought in this ITN;
- The specific length of time the Respondent has provided similar services, and where services were provided;
- All current or prior (active within the last three (3) years) federal, state, or government contracts for the provision of related services, including a description of the specific services provided, census of those covered (broken out into members and dependents, active and retired, as applicable);
- All current or prior (active within the last three (3) years) school district contracts for the provision of related services, including a description of the specific services provided and the census of those covered (broken out into members and dependents, active and retired, as applicable);

- A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

ii. Stability

Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgements, or liens within the last five (5) years.

iii. Disputes

Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

iv. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

### **3) Staffing Plan**

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide job descriptions for all positions assigned to the Contract. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Staffing Plan.

#### **c. TAB C Description of Solution (limit 25 pages)**

The Respondent shall describe the following:

- Its understanding of the District's current coverage benefits;
- Its understanding of the District's goals and objectives of this ITN;
- Its proposed program design, including the major lines of coverage;
- How its recommended approach will meet the ITN's goals and objectives;
- Any risks or challenges it recognizes related to the District's goals, requirements, or current operations;
- How it will ensure quality services are provided while ensuring costs are managed appropriately;
- How it will focus on member engagement and customer service;
- Its approach differentiators;
- Its approach to account and client management;
- Its approach to transition/service implementation; and
- Why its solution represents the best value for the District.

#### **d. TAB D Service Area Detail (limit 150 pages)**

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District or its Members at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this ITN.

Respondents shall also provide the following information or answer the following questions or if the Respondent is unable to provide or the requested information is not applicable, include a brief explanation of why.

##### **1) Benefits Management and Compliance**

- i. A summary of the proposed potential program design for all major lines of coverage, including the rationale and the key strategies in evaluating and determining the optimum offerings for the Board.
- ii. How often do the Respondent's key staff typically meet with clients and for what purposes? Describe the client interaction proposed under this Contract.

- iii. How does the Respondent manage vendor (partner) relationships?
- iv. Describe the underwriting and actuarial resources and expertise.
- v. Describe any special analysis that would help the Respondent manage the District's programs.
- vi. Describe the Respondent's experience assisting clients with complicated administrative issues and fostering positive resolution.
- vii. In the Respondent's opinion, what are the two major challenges companies our size face, and how it will help the District meet these challenges?
- viii. Describe the approach to ensuring the District's employee benefits programs remain compliant with all federal and state laws?
- ix. Describe the Respondent's HIPAA compliance guidance and how client records are maintained in compliance with HIPAA security requirements.
- x. Describe how legal guidance is provided, does the Respondent employ in-house legal advisors or outside counsel?
- xi. Describe the Respondent's experience assisting clients with ACA and COBRA compliance.
- xii. Describe the Respondent's experience assisting clients with Form 5500 and Summary Annual Report preparation.
- xiii. Describe the Respondent's experience in benefits benchmarking, types of recommendations made, and how recommendations are communicated to clients.

## **2) Plan Sourcing and Selection**

- i. Describe the process for soliciting, evaluating, and selecting vendor partners.
- ii. Describe the process for negotiating renewals, include examples of success in negotiating renewals.
- iii. Describe how the Respondent plans to involve the District in the process and maintain transparency.
- iv. Provide a proposed timeline to ensure plans are sourced and secured for Open Enrollment 2022.

## **3) Enrollment and Member Services**

The Respondent shall describe its approach to communication and engagement, including:

- Soliciting employee feedback (using surveys or other means);
- How programs are communicated and promoted to Members;
- Sample communication and promotional materials
- Benefits of the programs to Members;

- Programs that foster employee wellness, including any proposed programs or tools;
- Client support for Open Enrollment and through the year;
- Approach to Benefit Fairs; and
- Enrollment support for new District employees.

#### 4) Cost Containment

- The Respondent shall describe their approach to providing cost-effective offerings, including a detailed description of how costs are contained at the time of enrollment and with the annual renewals.
- The Respondent shall describe how they maintain independence from outside influence and act in their client's best interests, avoiding any conflict of interest (or perceived conflict of interest) with steering clients toward higher-commissioned carriers/products.

#### e. **TAB E Implementation and Transition Plan** (limit 25 pages)

To ensure complete and successful implementation of services, and a smooth transition to the Contract(s), the Successful Respondent shall provide a preliminary Implementation and Transition Plan (Plan). This Plan shall outline key activities that must be completed while working with the Board and the current contractor during a transition period. Each Respondent shall describe in detail their Plan for:

- Onboarding of resources;
- Implementing new services, by service area;
- Introduction to District stakeholders;
- Member communication and onboarding focused on minimizing the disruption of a transition to Members and their dependents; and
- Other required service operation transition services.

#### f. **TAB F Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials** (limit 35 pages)

In TAB F of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in TABs B – E but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring. The District is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Each Respondent must describe, in detail, all additional features, capabilities, or services that it will provide in the additional features section. **Actual proposed pricing shall only be provided using Attachment I, Rate Information Sheet.**

### 3.2. Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Rate Information Sheet, indicating pricing for the Contract's initial and renewal terms. The Rate Information Sheet shall **NOT** be

included in the Respondent’s Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent’s Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent’s Reply, actual pricing shall only be included in the Cost Reply. Inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

Each Cost Reply shall include:

- Attachment I, Rate Information Sheet;
- Identify any preferences on alternative methods of compensation;
- Provide a detailed analysis of the fee build-up including allocated time and rates for service providers;
- Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, as applicable;
- Details regarding any proposed incentive plans; and
- The renewal rating process and methodology proposed, including the timeline of renewal calculations and offer.

### 3.3. Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria, specified in Attachment IX, by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Purchasing Office using the Cost Evaluation Criteria on Attachment IX. Scores will be combined, establishing the Respondent’s overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

#### a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the criteria included in Attachment IX.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
References and Prior Work Experience	1-5	10%	100



Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Description of Solution and Innovation	1-5	10%	100
Benefits Management and Compliance Service Area Detail	1-5	20%	200
Plan Sourcing and Selection Service Area Detail	1-5	20%	200
Enrollment and Member Services Service Area Detail	1-5	20%	200
Cost Containment Service Area Detail	1-5	20%	200
<b>TOTAL</b>		<b>100%</b>	<b>1,000</b>

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
<b>Poor</b>	Reply fails to address the component or it does not describe any experience related to the component; <b>OR</b> Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
<b>Marginal</b>	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; <b>OR</b> Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
<b>Adequate</b>	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
<b>Good</b>	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
<b>Excellent</b>	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements,	5

Assessment	Scoring Guidelines	Evaluator Score
	specifications, and provisions in most aspects for the specific criteria.	

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

**b. Negotiation Phase Methodology**

The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

- 1) Schedule additional negotiation sessions with any or all Responsive Respondents.
- 2) Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
- 3) Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
- 4) Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
- 5) Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
- 6) Pursue the division of Contracts between Responsive Respondents by plan type, geographic area, or both.
- 7) Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
- 8) Decline to conduct further negotiations with any Respondent.
- 9) Re-open negotiations with any Respondent.

- 10) Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
- 11) Review and rely on relevant information contained in the Replies received from any Respondent.
- 12) Review and rely on relevant portions of the evaluations conducted.
- 13) Reject any and all Replies if the District determines such action is in the best interest of the District.
- 14) Negotiate simultaneously or separately with competing Respondents.
- 15) Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
- 16) Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
- 17) Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.2, a., and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the selection criteria list below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

**Selection Criteria:**

- 1) The Respondent's articulation of its overall approach to providing the requested services;
- 2) The innovation of the Respondent's approach to providing the services;
- 3) The Respondent's articulation of its solution and its ability to implement and execute the solution to meet the goals and objectives of this ITN;

- 4) The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
- 5) The strength of the Respondent's network and the ability to provide Member services with minimal disruption;
- 6) The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
- 7) How the Respondent's approach satisfies the goals identified herein;
- 8) The Respondent's approach to minimizing the risk to the District of future rate/price changes and the predictability of the renewal process; and
- 9) The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

**c. Final Selection and Notice of Intent to Award**

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (BAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

- 1) A revised Description of Solution;
- 2) All negotiated terms and conditions; and
- 3) A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision whether to reject all replies or award the ITN to the Respondent(s) who provides the best value, based

on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

### **3.4. Advertising Notice of Board Decision**

As in any competitive solicitation, the Board shall advertise a public notice of Board action when the Board has decided on the outcome of the solicitation including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

### **3.5. No Prior Involvement and Conflicts of Interest**

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

### **3.6. Confidentiality, Proprietary, or Trade Secret Material**

The District takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If

the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

### **3.7. Small Business Participation**

The Board established the Small Business Development Program to support innovative race and gender-neutral strategies to promote small business participation per Board Policy 6325.

### **3.8. Local Business Preference**

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450.

*[The remainder of this page is purposefully blank]*

# SECTION 4: Contract Terms and Conditions

## 4.1. Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

## 4.2. Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Respondents due to this ITN or Contract.

## 4.3. E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

## 4.4. Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission must be identified in the submitted Reply using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **4.5. Background Screening Requirements**

The Contractor shall comply with Sections 1012.315, 1012.32, and 1012.465, F.S., and Board Policy 8475, as applicable. All Contractor staff that will be entering school property while students are present are required to obtain a Level II background screening, which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI). The Contractor shall follow the Leon County School Board, Safety & Security procedures for obtaining employee background screenings. The Contractor shall bear all costs associated with background screening.

##### **District Contact**

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

#### **4.6. Insurance**

The Respondent shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Respondent and the District under any Contract resulting from this ITN. This shall include but is not limited to, workers' compensation, general liability, and property damage coverage. The District must be an additional named insured on the Respondent's insurance related to the Contract. Upon the execution of the Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a State agency or subdivision, as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection per Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

#### **4.7. Copyrights, Right to Data, Patents, and Royalties**

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor's without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due



to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### **4.8. Independent Contractor Status**

The Successful Respondent shall be considered an independent contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.9. Contact with Students**

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

#### **4.10. Assignment**

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

#### **4.11. Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **4.12. Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### **4.13. Reservation of Rights**

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

#### **4.14. Americans with Disabilities Act**

The Respondent shall comply with the Americans with Disabilities Act (ADA). In the event of the Respondent's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Respondent may be declared ineligible for further contracts.

#### **4.15. Employment of District Personnel**

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### **4.16. Legal Requirements**

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Replies received in response to this ITN and shall govern any and all claims and disputes which may arise between a person(s) submitting a Reply hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.17. Conflict of Law and Controlling Provisions**

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

#### **4.18. Default**

If the awarded Respondent should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

## 4.19. Termination

### a. Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

### b. Termination for Cause

Performance issues will be handled per Section 2.8 of the ITN. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

### c. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

### d. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

### e. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

## 4.20. Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as

otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Respondent for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Respondent to allow public access to all documents, papers, letters, or other material made or received by the Respondent in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

#### **4.21. Indemnification**

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **4.22. Disputes**

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

#### **4.23. Scrutinized Companies Certification**

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under

Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Respondent agrees the Board may immediately terminate the Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Reply for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

#### **4.24. Health Insurance Portability and Accountability Act (HIPAA)**

The Respondent shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract.

*[The remainder of this page is purposefully blank]*

# SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

<b>Business Day</b>	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
<b>Compensation</b>	Anything of value including fees, commissions, payments, loan, the forgiveness of a loan, transportation, lodging, food/beverage, dues, tickets, plants/flowers, personal services for which a fee is normally charged, gifts, and tangible or intangible property. This does not include non-monetary items under \$25 such as pens or notepads from conferences.
<b>Contract</b>	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
<b>Contract Manager</b>	The District representative, or their designee, whose responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment.
<b>Day</b>	A calendar day, unless otherwise noted.
<b>Dependent(s)</b>	The eligible spouse, child, or family member receiving benefits through a Member.
<b>District/Board (LCS)</b>	Leon County School District, with the Leon County School Board serving as the contracting entity
<b>Mandatory Responsiveness Requirements</b>	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
<b>Material Deviation(s)</b>	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
<b>Member(s)</b>	An eligible LCS employee that has enrolled in an LCS-administered benefits plan.
<b>Minor Irregularity</b>	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
<b>Respondent</b>	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in response to this ITN. This term differs from suppliers, which refers to the marketplace at large.
<b>Responsible Respondent</b>	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
<b>Responsive Reply</b>	A Reply, submitted by a Responsible Respondent, which conforms to all material aspects of this ITN.
<b>Subcontract</b>	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.

**Successful Respondent(s) or Contractor**

The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.

*[The remainder of this page is purposefully blank]*

**Attachment I**  
**Rate Information Sheet**

Each Respondent shall submit their commission rate or annual flat fee for each line of business listed in the table below. This rate represents the total annual compensation the Respondent will accept from carriers, subsidiaries, and any other affiliates for the proposed services, per line of business. These rates shall be inclusive of the services sought and defined in the ITN. Respondents submitting a commission rate rather than a flat fee will use the District's premiums from FY 2021/2022 to convert the commission rate to a dollar value for evaluation and scoring purposes. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2.

**Base Contract Term**

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	_____ %	x	\$38,953,909	=	(A) \$ _____	(B) \$ _____
Group Life Insurance (Board-Paid)	_____ %	x	\$297,217	=	(C) \$ _____	(D) \$ _____
<b>TOTAL ANNUAL COMPENSATION (Total of (either A or B) + (either C or D))</b>						<b>\$ _____</b>

**(Optional) Renewal Contract Term**

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	_____ %	x	\$38,953,909	=	(E) \$ _____	(F) \$ _____
Group Life Insurance (Board-Paid)	_____ %	x	\$297,217	=	(G) \$ _____	(H) \$ _____
<b>TOTAL ANNUAL COMPENSATION (Total of (either E or F) + (either G or H))</b>						<b>\$ _____</b>

---

Company Name \_\_\_\_\_ Authorized Representative (Signature) \_\_\_\_\_ Date \_\_\_\_\_

---

FEIN # \_\_\_\_\_ Authorized Representative (Printed) \_\_\_\_\_

*[The remainder of this page is purposefully blank]*



## Attachment II Required Provisions Certifications

**1. Business/Corporate Experience**

This is to certify that the Respondent has at least five (5) years, within the last 10 years, of business/corporate experience in providing benefits brokerage services to commercial or governmental clients, as described in this ITN.

**2. Prime Vendor**

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

**3. Meets Legal Requirements**

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

**4. Good Standing**

This is to certify that the Respondent is currently in good standing with all health insurance carriers referenced in Section 2.8 of the ITN.

**5. Business Licensing**

This is to certify that the Respondent is currently licensed to operate as an Insurance Agency by the Florida Department of Financial Services and that the Respondent has disclosed in their Reply all suspensions, revocations, reviews of licensing, bankruptcies, judgements, or liens in the last five (5) years.

**6. Data Location**

All data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.

**7. Federal Debarment**

This is to certify that the Respondent, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

**8. Conflict of Interest**

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

**9. Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

**10. Statement of Non-Disclosure**

This is to certify that neither the rates contained in this Reply nor the approximate amount of this Reply has been disclosed before award, directly or indirectly, to any other Respondent or any competitor.

**11. Statement of Non-Collusion**

This is to certify that the rates and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such rates with any other Respondent or with any competitor and not to restrict competition. Replies that have pricing contingent on another Respondent's offer shall submit a joint Reply.

**12. Scrutinized Companies Certification**

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

**By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.**

STATE OF FLORIDA \_\_\_\_\_

COUNTY OF \_\_\_\_\_ **Authorized Representative (Print)** **Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (Vendor Name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification \_\_\_\_\_

**Attachment III**  
**Notice of Conflict of Interest**

**Company Name:** \_\_\_\_\_

**Solicitation Number: ITN 486-2022**

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Respondents shall complete either Section 1 or Section 2.

**Section 1**

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
**Authorized Representative (Signature)**

\_\_\_\_\_  
**Authorized Representative (Print)**

**Section 2**

I hereby certify that the following named Leon County School Board official(s) and employee(s) have material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
**Authorized Representative (Signature)**

\_\_\_\_\_  
**Authorized Representative (Print)**

### Attachment IV Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
<b>Name:</b>		
<b>Title:</b>		
<b>Street Address:</b>		
<b>City, State, Zip code</b>		
<b>Telephone: (Office)</b>		
<b>Telephone: (Cell)</b>		
<b>Email:</b>		

<b>Company Name</b>	<b>Authorized Representative (Signature)</b>	<b>Date</b>
<b>FEIN #</b>	<b>Authorized Representative (Printed)</b>	

**Attachment V**  
**Respondent's Reference Form**

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

---

---

---

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

**Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.**

### Respondent's Reference Form

Reference #1

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

Reference Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Alternate Contact Person: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

Contract Performance Period: \_\_\_\_\_ Location of Services: \_\_\_\_\_

**Brief description of the services performed for this reference:**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL) \_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known  **OR** Produced Identification  Type of Identification \_\_\_\_\_

## Respondent's Reference Form

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

Reference Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Alternate Contact Person: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

Contract Performance Period: \_\_\_\_\_ Location of Services: \_\_\_\_\_

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known  **OR** Produced Identification  Type of Identification \_\_\_\_\_

## Respondent's Reference Form

### Reference #3

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

Reference Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Alternate Contact Person: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

Contract Performance Period: \_\_\_\_\_ Location of Services: \_\_\_\_\_

**Brief description of the services performed for this reference:**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known  **OR** Produced Identification  Type of Identification \_\_\_\_\_



**Attachment VI**  
**Local Preference Affidavit**

To qualify for the Local Vendor Preference, a Respondent must be physically located in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

The Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

**Respondent Name:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

**County of Location:** \_\_\_\_\_

**Phone to Local Location:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Length of Time at this Location:** \_\_\_\_\_ **# of Employees at this Location:** \_\_\_\_\_

**Is your business certified as a small business enterprise through Leon County Schools?** \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative (Print)**

\_\_\_\_\_  
**Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification \_\_\_\_\_

**Attachment VII**  
**Subcontracting Form**

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

**Complete a separate sheet for each subcontractor.**

Prime Respondent Name: \_\_\_\_\_

Type/Description of Goods or Service Subcontractor will provide:  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Currently Registered as a Small Business with Leon County Schools? Yes \_\_\_\_\_ No \_\_\_\_\_

Local Respondent? Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

---

---

---

---

---

---

---

---

## Attachment IX Evaluation Criteria

### Technical Reply Evaluation Score (0 – 1,000 Points)

#### Experience and Ability to Provide Services

Evaluation of the Respondent's experience and ability to provide services will be based upon the information contained in its entire Reply, but primarily on the information contained in **TAB B**.

##### a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the Respondent's references to the services sought in this ITN?
- 2) How well do the references demonstrate the Respondent's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
- 3) How well do the references demonstrate the Respondent's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Respondent's experience and ability to provide services?

##### b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Respondent demonstrated in its Reply that it has experience in performing the requirements of contracts with similar size and scope as the services sought?
- 2) How well did the Respondent convey their ability to provide services as described in this ITN?
- 3) Does the Respondent have relevant commercial or governmental benefit brokerage and consulting experience?
- 4) Are there any issues or concerns identified regarding the Respondent's experience or ability to provide the services sought?

#### Description of Offering

Evaluation of the Respondent's proposed offering will be based upon the information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- a. Demonstrates the Respondent's ability to effectively provide quality benefits brokerage and consulting services required by this ITN;
- b. Maximizes operational efficiencies and supports the District's goals; and
- c. Demonstrates a thorough, effective, and beneficial plan for the sourcing, selection, management, administration, and consulting services required through this ITN.
- d. How well does the summary of the offering, and the explanation of why it is the best value for the District, address and meet the goals, needs, and expectations of the District and the Board?
- e. How well does the Respondent demonstrate their understanding of the goals to be achieved via this ITN?

**Service Area Detail Solution**

Evaluation of each Respondent’s service area detail solution will be based upon the information contained in **TABs D, F, and G** of a Respondent’s Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 2, the benefits of the innovative solutions presented and how well they meet the District’s goals, and how the Respondent’s transition plan for each area minimizes the disruption to the Members and Dependents. Evaluation of this area will be based upon the information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting initial requirements described in Section 2, Scope of Work, and the District’s goals described in Section 2.5 of this ITN.

**Cost Reply Evaluation Score (0 - 300 Points)**

A total of up to 300 points may be awarded to a Respondent’s Cost Reply.

**1) Maximum Cost Points**

The Respondent submitting the lowest Grand Total Annual Compensation Rate for the Base Term will receive 200 points and lowest Grand Total Annual Compensation Rate the Renewal Term will receive 100 Cost Points. The two (2) scores will be added together for the total Cost Reply Score.

**2) Cost Reply Score**

Cost Points are assigned to each Respondent based on the Cost Points allocated in 1), above, using Attachment I, Rate Information Sheet of its Reply. Cost Points will be determined using the formula below:

**1) Base Contract Term Cost Points (200 points)**

The Respondent submitting the lowest Grand Total Annual Compensation Rate will be awarded 200 points.

$$\frac{N}{X} \times 200 = \text{BTCP}$$

Where: **N** = Lowest Grand Total Annual Compensation Rate proposed by any Respondent  
**X** = Respondent’s Actual Grand Total Annual Compensation Rate  
**BTCP** = Base Term Cost Points

**2) Renewal Contract Term Cost Points (100 points)**

The Respondent submitting the lowest Grand Total Annual Compensation Rate will be awarded 100 points.

$$\frac{N}{X} \times 100 = \text{RTCP}$$

Where: **N** = Lowest Grand Total Annual Compensation Rate proposed by any Respondent  
**X** = Respondent's Actual Grand Total Annual Compensation Rate  
**RTCP** = Renewal Term Cost Points

**3) Total Cost Points (300 points)**

$BTCP + RTCP = \text{Total Cost Points}$

Where: **BTCP** = Base Term Cost Points      **RTCP** = Renewal Term Cost Points

**Final Evaluation Score**

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0 – 1,000 points) and Cost Reply Score (0 – 300 points).

*[The remainder of this page is purposefully blank]*