



PROCUREMENT SERVICES

Request for Proposal Insurance Broker Services RFP01-2202985B01-INSBRK-XXXXXX

<https://flvs.bonfirehub.com/projects/>

Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923

Zoom Meeting Link: <https://flvs.zoom.us/j/6826895354>

Meeting ID: 682 689 5354

Direct all inquiries in writing to FLVS Procurement Services.

Karen Stolarenko Manager Procurement and Contracts at kstolarenko@flvs.net

| Description | Short Description | Date & Time | Location |
|--|--|--|------------------------------------|
| Issue Date | Date of RFP posting | December 10, 2021 | N/A |
| Pre-submittal Conference (Non-Mandatory Meeting) | Overview of RFP | January 6, 2022 11:00 AM EST | Public Zoom Conference |
| Question & Answer Deadline | Written question and answer period | January 11, 2022 no later than 2:00 PM EST | Email to FLVS Procurement Services |
| Bid Due Date/Time | All responses due. The names of the respondents announced. | January 18, 2022 no later than 2:00 PM EST | Public Zoom Conference |
| Proposal Evaluation Committee Meeting | Responses evaluated to identify shortlisted proposers for interview. | January 26, 2022 10:00 AM EST | Public Zoom Conference |
| Presentation and/or Interviews (optional) | Scoring (Public Meeting) | February 3, 2022 10:00 AM EST | Private Zoom Invite for interview |
| Notice of Intent to Award Date (Tentative) | Public notice of FLVS intentions to proceed | February 4, 2022 | N/A |
| Negotiations Tentative Date | Begin negotiations | February 9, 2022 | N/A |
| Award Date Tentative Date | Date of FLVS Board Approval | March 8, 2022 | N/A |

NOTICE TO ALL INTERESTED PARTIES: FLVS is accepting responses to this solicitation via electronic submission at <https://flvs.bonfirehub.com/opportunities>. No hardcopy submissions will be accepted. DO NOT ship or deliver your response to FLVS offices. Electronic submissions will be accepted only until the due date and time listed above. The drop box does not accept late submissions. Submission time stamps are determined by Bonfire's system clock. Proposers are responsible for ensuring all submissions are uploaded prior to the deadline. If technical support is needed during the submission process, contact Support@GoBonfire.com.

TABLE OF CONTENTS

| | | |
|------------------|------------------------------------|-----------|
| Section 1 | Overview | 3 |
| Section 2 | Evaluation of Responses | 4 |
| Section 3 | Compliance and Response Submission | 9 |
| Section 4 | Instructions to Proposer | 16 |
| Section 5 | Scope of Services | 20 |
| Section 6 | Cost Proposal Form | 30 |
| Section 7 | General Terms and Conditions | 33 |
| Section 8 | Definitions | 36 |

REQUIRED FORMS PACKET – RFP ATTACHMENT 1

| | | |
|---------------------|---|-----------|
| Section 3 | Response Checklist | 2 |
| Section 3 | Compliance Information Sheet | 3 |
| Section 7.18 | Certificate of Insurance meeting RFP required coverage | 4 |
| Appendix A | Contractor’s Statement of Qualifications | 5 |
| Appendix B | Acknowledgement of Business Type | 6 |
| Appendix C | Statement of Affirmation and Intent | 7 |
| Appendix D | Mutual Non-Disclosure Agreement | 8 |
| Appendix E | Addenda Form / Dispute Resolution Clause | 10 |
| Appendix F | Fair Labor Act / Public Crimes / Federal Debarment Certifications | 11 |
| Appendix G | Drug Free Workplace Certification | 12 |
| Appendix H | Public Records Act/Chapter 119 Requirements | 13 |
| Appendix I | Anti-Lobbying Certification | 14 |
| Appendix J | Reference Release Form | 15 |
| Appendix K | E-Verify Certification Form, Vendor Application and W-9 Form | 16 |
| Appendix L | Master Service Agreement, Statement of Work, and Change Order, IT Security Policy | 25 |

**FLORIDA VIRTUAL SCHOOL
REQUEST FOR PROPOSAL
INSURANCE BROKER SERVICES**

1. OVERVIEW

1.1. Purpose

Florida Virtual School (“FLVS”) is seeking responses from qualified proposers for insurance Broker Services to provide insurance benefits consulting for our organization. The awarded broker/consultant shall perform the full range of services related to the design, implementation, maintenance, communication, and improvement of FLVS group insurance programs.

1.2. About FLVS

As an online Kindergarten-12th grade solutions provider, Florida Virtual School is committed to providing valuable resources for every school district and school across the nation. FLVS offers a variety of educational products and services to B2B and B2C audiences, including: K-12 Online Schools, Teacher Training and Professional Development, Digital Curriculum (190+ Courses), Tech Solutions and Platforms. Additional information about FLVS can be found on www.flexpointeducation.com.net (National Services) and www.flvs.net (Florida Services).

1.3. Contract Scope, Structure, Terms, and Pricing

- 1.3.1. **Contract Services, Structure, Term, Sequence and Pricing:** FLVS shall enter into a “single contract” with a “single prime Proposer”, or multiple proposers as deemed to be in FLVS’s best interest for all services as described under this RFP. It is the responsibility of the Proposer to partner as necessary and assemble the team, skills, assets, and other qualifications to meet all requirements in the RFP. The selected Proposer shall assume all contractual responsibilities, obligations and comply with all contract terms and conditions.
- 1.3.2. **Scope of Work:** The scope of work under this contract is in Section 5 of this RFP.
- 1.3.3. **Contract Structure:** FLVS shall contract the services described herein under a single contract. The single contract, however, shall be packaged into one Master Service Agreement (“MSA”) with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided. A brief summary of the expected contract scope under each of these agreements is shown below.
- 1.3.4. **Contract Term:** The term shall be for three (3) years with three (3) optional one-year renewals as directed by FLVS.
- 1.3.5. **Contract Pricing:** The MSA and SOW(s) shall be based upon the final negotiated prices. Contractors shall provide pricing as required on the proposal price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject proposals that do not comply with the information requested on the proposal price sheet.

2. EVALUATION OF RESPONSES

Every response shall be reviewed/evaluated in terms of its conformance to the RFP specifications. FLVS shall generally follow the process outlined below. In doing so, FLVS at its will, reserves, at a minimum, the following rights:

- a. All responses properly completed and submitted shall be accepted by FLVS. However, FLVS reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFP according to its best interest.
- b. FLVS also reserves the right to waive minor irregularities in responses if that action is in the best interest of FLVS. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract.
- c. FLVS reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information FLVS may deem necessary.
- d. FLVS shall not be under any requirement to complete the evaluation or negotiations by any specific date and reserves the right to suspend or postpone the evaluation or negotiation process should the need arise due to budget constraints, time constraints or other factors as directed by FLVS.
- e. The award shall be made to the Proposer that best meets FLVS needs.
- f. FLVS reserves the right to request clarifications at any time throughout the evaluation and negotiation process.
- g. There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

2.1. Proposal Evaluation Committee (PEC)

Responses shall be reviewed and evaluated by the PEC as described herein.

2.1.2 The PEC committee shall consist of FLVS staff members who are voting members, non-voting subject matter experts (SMEs) and at FLVS's discretion, non FLVS staff. The voting members of the PEC shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. Non-voting member(s) responsibilities include reviewing the proposals, testing in demo environments where applicable, and providing subject matter expertise.

2.1.2 The PEC, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on the evaluation criteria listed in the Table in Section 2.4.1.

2.1.3 The PEC reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal

presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.

2.1.4 The PEC reserves the right to conduct site visits of a Proposer's facilities and/or of a current project they are managing.

2.1.5 FLVS reserves the right to request login access to a test environment or other simulation of proposed solution for evaluation purposes.

2.2 Public Notices. FLVS Public notices shall be posted on Bonfire: <https://flvs.bonfirehub.com/> and Florida Virtual School Procurement Opportunities: <https://flvs.net/about/procurement-opportunities/solicitations-open>

2.3 Reply Opening

All submissions will be opened by FLVS Procurement via Zoom Conference as per the cover sheet. The list of responses received shall be made available within 48 hours following the opening as described in 2.2 Public Notices.

2.4 Responsiveness to Submittal Requirements

A preliminary evaluation by FLVS Procurement Services shall determine whether each received response is complete and compliant with the minimum qualifications and all other instructions and/or submittal requirements in the RFP. Section 3.1 Compliance will be reviewed by the Procurement Department and reported to committee during the evaluation session. Any responses that are incomplete or that do not comply with the instructions and /or submittal terms and conditions may be rejected and excluded from further consideration. Responses which are compliant as determined solely by FLVS, are moved to the evaluation stage.

2.5 Proposal Evaluation

2.5.1 Step 1: Evaluation

Proposals will be evaluated and scored by a PEC approved by the Procurement Director. Using the evaluation criteria specified below, the PEC will evaluate and score responsive replies and, at the sole discretion of the PEC, may proceed to oral presentations with one or more respondent(s) selected.

FLVS shall evaluate each written response based on the evaluation criteria listed in Section 2. 6.1, using a 0-10 rating system multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

Step 1a: The response evaluation committee members will discuss all contractor responses, and each evaluation committee member will score the responses individually.

Step 1b: Procurement will combine the evaluation scores submitted by all PEC members and shall determine the highest scoring responses based on the total evaluation scores received. FLVS reserves the right to determine the cutoff score and the number of responses that may advance to Step 2. Step 2 is optional at the sole discretion of FLVS. If FLVS determines that Step 2 is not required, award recommendation will be made based on the scores from Step 1.

2.5.2 **Step 2 (optional): Presentation and/or Interview**

Finalists shall be notified by FLVS Procurement to appear in-person or via Zoom meeting at the discretion of FLVS, in no particular order, for a presentation and/or an interview of their response and detailed discussion of the elements of their response. Only the scoring session shall be a public meeting.

- a. Procurement Services will assign the date and venue for the demonstrations and/or oral presentations based upon a random drawing of the responses advanced to Step 2;
- b. The PEC may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. FLVS may require finalists to provide login or access for testing systems if applicable as directed;
- d. FLVS reserves the right to invite additional subject matter experts from FLVS and/or its representatives to attend oral demonstrations/presentations;
- e. Following the oral demonstrations/oral presentations, FLVS may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the PEC scoring. FLVS may require additional public meeting(s).
- f. Using the evaluation criteria in Section 2.6.2, each member of the PEC will separately score each respondent's demonstration/oral presentation using a 0-10 rating system multiplied by the weights assigned. The procurement representative will combine the evaluation scores submitted by all PEC members for this step.
- g. Step 2 of the evaluation process is a "fresh evaluation" with scores from step 1 not being carried forward. Only the scoring session shall be open to the public.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection.

2.6 **Evaluation Criteria**

The responsive replies will be evaluated and ranked on a scale of 0-10 using the following criteria multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

2.6.1 **Proposal Evaluation Criteria Step 1**

These criteria shall be used through the evaluation process as described subsequently:

| Criteria No. | Step 1: Main Criteria Description | Weight |
|--------------|---|-------------|
| 1. | Qualifications, Experience and Letters of Reference | 20% |
| 2. | Respondent Methodology | 45% |
| 3. | Reports | 10% |
| 4. | Cost Proposal | 25% |
| | TOTAL | 100% |

The total maximum number of weighted points that can be earned in the evaluation process is 100 points.

2.6.2 Respondent Demonstration/Interview Criteria – Step 2 (Optional)

| Criteria No. | Step 2: Main Criteria Description | Weight |
|--------------|--|-------------|
| 1. | Substance and content of the presentation | 40% |
| 2. | Question and answers session including requested clarifications that demonstrate proposer’s ability to meet or exceed RFP requirements | 40% |
| 3. | Additional value-added services and/or cost saving strategies | 20% |
| | TOTAL | 100% |

2.7 Basis of Award

Recommended award shall be made to the highest ranked Contractor whose response is determined in writing to be the most advantageous, bringing “best value” to meet the criteria of FLVS. FLVS reserves the right to make awards by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularities or technicalities. All purchases are contingent upon FLVS funding. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Respondent, recommendation for contract award will be submitted to FLVS Board of Trustees (if total value is \$300,000 or more) or Procurement Director approval (if total value is under \$300,000).

The FLVS Executive Team at their sole discretion shall accept or reject all recommendations of the Evaluation Committee. If the Executive Team accepts the Evaluation Committee’s recommendation, the process continues as noted in each step above. If the Executive Team rejects any Evaluation Committee’s recommendation, the Executive Team at their sole discretion, shall proceed with any of the following methods: directing the Procurement Representative to recommence the selection ranking process at whatever state or step the Executive Team deems appropriate (including step 1, step

2, and/or step 3); pursuing the project by any other alternative method permitted under Florida law; or abandoning the project all together. If the Executive Team elects to pursue the project through an alternative method or abandon the project all together, FLVS shall provide public notice of that decision.

FLVS reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service.

Services will be authorized to begin when the Contractor receives a fully executed contract and issuance of a Purchase Order from FLVS. Once awarded, Procurement will provide notice of the award to the Contractor

3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

3.1 Compliance and Electronic Response Submission

Proposals must be received by FLVS Procurement Department through Bonfire at <https://flvs.bonfirehub.com/opportunities> no later than the response due date and time specified above. Proposals received after this time will not be considered. Proposals shall not be modified after the RFP closing date and time.

As a reminder, no late submissions can be accepted. Proposer is responsible for allowing adequate time to upload their documents to Bonfire.

If you're experiencing technical difficulties, contact support@gobonfire.com.

- Upload files in Adobe Portable Document Format (.pdf), Excel (.xls or .xlsx)
 - **No Zip Files shall be accepted**
- Enable Printing on all files submitted
- All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications
- **All documents must reference the LEGAL name of the Proposer exactly as it appears under business registration of state where registered/incorporated. The LEGAL name must match the FEIN or Tax ID number provided. Do not submit a proposal under a d/b/a ("doing business as") or a fictitious business name.**
- Clearly identify each part of the submission as directed by the solicitation document
- Terms, and Conditions and/or Exceptions submitted by the Respondent which differ from those of the solicitation may be cause for disqualification of the proposal

3.1.1 Proposal Structure

In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. **Submit the following separate electronic documents in PDF format**

- one (1) electronic original response
- one (1) redacted version (see Public Records Appendix H)
- Cost Proposal for Price Analysis
- Proof of Financial Stability
- The Required Forms Packet must be submitted as part of the response completed fully and without alterations.

Responses not meeting the requirements herein may be determined to be non-responsive, non-responsive responses will receive no further consideration.

3.1.2 Table of Contents

Clearly outline and identify the material and responses by Section in sequential order for the major areas of the response, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

3.1.3 Proposal Section 1 - Cover Letter and Compliance Information

Provide a cover letter indicating your company's understanding of the requirements/scope of this RFP. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response to include the inclusive sample contract are considered to be accepted by the proposer. The prospective Proposer hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto. Cover letter shall be signed by authorized principal party.

For each of the following provide a full list of names, titles, addresses, telephone numbers, and email addresses:

1. **Primary Contact:** Point of contact for solicitation process and contracting purposes.
2. **Principals and Authorized Signatures:** Person(s) or entities serving or intending to serve as principals, authorized to legally commit the Proposer's organization to perform the services.

3.1.4 Required Forms Packet

Responses must include all Required Forms (provided in RFP Attachment 1 – "Required Forms Packet") listed below along with copies of current Certificates of Insurance. All forms must be completed and signed (and notarized where applicable). These documents must not be modified in any manner. Note: The "Required Forms Packet" also contains an Appendix L, FLVS Master Service Agreement (MSA), Statement of Work (SOW) template, and Change Order template.

- | | |
|---|---|
| 1. Response Checklist (Section 3) | 2. Compliance Information Sheet (Section 3) |
| 3. Certificate(s) of Insurance (Section 7.18) | 4. Contractor's Statement of Qualifications (Appendix A) |
| 5. Acknowledgement of Business Type (Appendix B) | 6. Statement of Affirmation and Intent (Appendix C) |
| 7. Mutual Non-Disclosure Agreement (Appendix D) | 8. Addenda Form / Dispute Resolution Clause (Appendix E) |
| 9. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F) | 10. Drug Free Workplace Certification (Appendix G) |
| 11. Public Records Act / Chapter 119 Requirements (Appendix H) | 12. Anti-Lobbying Certificate (Appendix I) |
| 13. Reference Release Form (Appendix J) | 14. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix K) |

3.1.5 Financial Stability

Proposer must Demonstrate financial stability by providing at a minimum a Statement from a Certified Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings. The letter shall include current ratio, cash ratio, quick ratio, debt-equity ratio, debt to capital ratio and debt to asset ratio and return on assets (ROA).

FLVS as its sole discretion may request at any time during the evaluation or contracting process a Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) and / or Certified Financial Statements (Copy of audited financial statement for each of the last three years, by an independent certified public accounting firm or Federal Tax Return for previous years). All costs associated with this report shall be borne by Proposer.

3.1.6 Cybersecurity Compliance

Describe in detail your organization's cybersecurity compliance policies. Respondents must demonstrate policies in place to prevent a variety of common cybersecurity attacks. This includes, but is not limited to:

- Demonstrate use of proper input validation using common security libraries such as ESAPI from OWASP to prevent common attacks if contractor intends to employ user input.
- Demonstrate use of current, supported and patched applications and libraries to minimize vulnerabilities in applications code as applicable.
- Demonstrate use of a proper error handling code to ensure that system information is not revealed.
- Disclose any plugins, add-ons, third party tools or similar that will be included in your proposed solution.

The FLVS IT Security Policy is provided as part of the standard terms and conditions under the standard Master Services Agreement (Attachment K).

3.1.7 Accessibility Requirements

Respondent deliverables shall adhere with Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation in accordance with WCAG 2.1 and 508 Accessibility Standards.

3.2 Proposal Section 2 – Qualifications, Experience and Letters of Reference

Summarize the qualifications of the Proposer's project team and provide references. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided.

3.2.1 Background (Qualifications)

- a. List the number of years your company has been in operation.
- b. List the number of active clients by year, within the past five (5) years.
- c. Where are your corporate offices located?
- d. Do you have any offices in Central Florida?
- e. Describe your support and quality assurance resources.
- f. Describe the size of your organization (i.e. annual revenue).

- g. Provide an overview of your revenue base by region or state demonstrating your presence within those markets.

3.2.2 Experience

Describe your company's experience with the services specified.

- a. Describe strategic advantages your organization brings to FLVS.
- b. List awards won or industry/professional recognition related to your services in the last 5 years.
- c. List any publications related to your services (provide URLs if available)

3.2.3 Letters of Reference

- a. Provide **three (3) written letters of reference** from the last thirty-six (36) months. Letters of reference should be on company letterhead from the referee and include signature and contact information.
- b. Proposers are required to sign the Authorization for (Appendix J) to contact and check previous performance on projects.

3.2.4 Proven Success of Prior Experience

Proposer shall include a minimum of three (3) Case Studies demonstrating prior experience and proven success delivering similar services to other clients. Prior experience in educational sector is highly desirable (preferably within K-12 and/ or digital education experience preferred.) Case studies shall define accomplishments from the past three years and be relevant to the scope of services.

- a. Describe the effort for which you were engaged to provide services, including description of effort and size of client.
- b. Describe challenges and lessons learned for each engagement.
- c. Explain in detail what the outcome was and what value your services realized for the client.

3.3 Proposal Section 3 – Respondent Methodology (including Respondent Questionnaire, Deliverables Table, Staffing Plan, Communications Plan, and approach to work as defined in the scope of services).

3.3.1 Methodology

- a. Describe plan for performing the work specified. For each of the required services identified in the scope of services, describe how your firm will accomplish each activity. Include practices, methods, and processes that determine how best to plan, develop, control, and deliver the work specified until successful completion.
- b. Discuss overall communications methodology for communicating to key target audiences/stakeholder groups such as project team members, users, and external (resident and service provider) community.
- c. Define the expectations that you have of your clients.
- d. Describe any additional value-added services that respondent is proposing

3.3.2 Respondent Questionnaire. Complete the Questionnaire provided in Section 5.1.A. The responses will be used in the evaluation process. Respondents may use additional pages if more space is needed to provide adequate responses. Proposer shall provide a detailed response to each question listed.

Response format shall include:

- Number each deliverable.
- Name of deliverable.
- A description of the deliverable and the expected outcomes.
- A list of any assumptions related to the deliverable.
- Any additional information requested and/or relevant to the understanding of the deliverable content that is not captured.

3.3.3 Deliverables Table. For the list of requirements provided in Section 5.1.B, proposer is responsible for stating whether each numbered requirement shall be met by responding with a yes or no. A response of “Yes” guarantees respondent shall meet or exceed the specified requirement which is included in the proposed pricing (Section 6). For each “No” response, proposers shall provide written details as an Exception and/or Alternative as described below.

3.3.4 Staffing Plan

- a. Proposers are required to submit a staffing plan, including a listing of all sub-contractors, if applicable, and a description of the project team roles. The submission shall incorporate the following:
 - i. Project organization chart showing FLVS and Proposer staff, role descriptions, and a description of the correlation between FLVS and Proposer roles.
 - ii. Roles and Responsibilities, describe the Proposer’s role and the expected FLVS role for this project.
 - iii. Resource Risk Mitigation: FLVS requires mitigation plans for resources on the project in the event a resource leaves the firm prior to completion of contract.
- b. Project Organization
 - i. Describe in detail how the Proposer’s team shall be organized; identify the relationships with among all the key personnel. Include single point of contact for FLVS.
 - ii. Describe in detail how the Proposer plans to allocate responsibilities/lead roles and work for the various tasks.
 - iii. Identify and describe proposed staff classifications and their responsibilities - Proposed Staff Classifications for development, implementation, and production services.

3.4 Proposal Section 4 – Reporting

Include a list and samples of the types of reports (form and features) included with the proposed services. Reports shall demonstrate the level of detail that shall be included among the regularly scheduled deliverables.

3.5 Proposal Section 5– Cost Proposal

3.5.1 Proposers shall submit their cost according to the format provided in Section 6- Cost Proposal. Completion of the Cost Proposal form is required. Alternative pricing (Section 6.4) may be offered in addition (not as a replacement) to the pricing structure requested. Do not cite price anywhere else in the submission.

- a. FLVS reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.

- b. FLVS is asking Proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Do not use “To Be Determined” or similar annotations in the cells for cost estimates.
- c. The Respondent is responsible for providing appropriate work environment including high speed internet connectivity to appointed staff for the duration of this project. Reimbursement for travel is not contemplated for this RFP. However, in the rare event that FLVS directly requests and agrees to reimburse any travel related costs they must be authorized and pre-approved by FLVS in writing and will be reimbursed in accordance with applicable Florida Statute and FLVS Policy.
- d. Complete Form in Section 6.1.B. – Acceptance of Invoice Payments via FLVS Visa Purchasing Card. State whether or not the Proposer will accept 100% payments via the FLVS Visa Purchasing Card. No additional charges, fees or price increases may be assessed by the contractor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.

3.5.2 Cost Proposal

Proposers shall submit their cost according to the format provided in Section 6-Cost Proposal. Completion of the Cost Proposal form is required. Alternative pricing may be offered in addition (not as a replacement) to the pricing structure requested. Do not cite price anywhere else in the submission.

- 3.6.2 FLVS reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.
- 3.6.3 All day-to-day work will be performed remotely at Respondent appointed facilities. The Respondent is responsible for providing appropriate work environment including high speed internet connectivity to appointed staff for the duration of this project. Face to face meetings will be required with for FLVS quarterly meetings and other meetings as required by FLVS.
- 3.6.4 The cost response shall have three distinct components:
 - a. The first component shall be agreement on the rates for year one and the agreed upon fixed and commission rates for years 2-5.
 - b. The second component, to be used for additional services shall be additional scopes of work based on the hourly rates as provided in Section 6.
 - c. Response to question 1 under fees on the evaluation questionnaire

3.5.4 Acceptance of P-Card. Proposer shall identify if they accept payment via the FLVS Purchasing Card (P-Card) with no additional fees assigned.

3.5.5 Alternative Pricing Structures. Proposer may include alternative pricing structure for consideration. Any proposed pricing model shall be inclusive of all travel costs and any other related expenses. FLVS shall not pay for any unidentified or third-party expenses. Acceptance of alternative pricing structures shall be at the sole discretion of FLVS. Providing alternative pricing models does not eliminate the required pricing in sections above.

3.5.6 Additional Optional Services. Proposers may list any additional services related to this RFP that may be offered for consideration. Acceptance of additional services shall be at the sole discretion of FLVS.

3.6 Exceptions to the Scope of Services. Clearly indicate any exceptions to the scope of services of the RFP or alternatives for FLVS to consider. Exceptions and Alternatives must be listed using the form provided in Section 5. A description of each additional deliverable not listed in the Requirements Section should be provided in the following format. Use the following guidelines:

- Quantity of each deliverable.
- Name of deliverable.
- Name of the phase(s) in which the deliverable is completed.
- Description of the deliverable and the expected outcomes.
- Description of whether or not the deliverable covers all phases and the intended audience.
- A list of any assumptions related to the deliverable.
- Any additional information requested and/or relevant to the understanding of the deliverable content that is not captured.

4. INSTRUCTIONS TO PROPOSER

- 4.1 To ensure proper and fair evaluation, FLVS has established a **Cone of Silence** applicable to all Competitive Solicitations. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The Cone of Silence will be imposed upon all Competitive Solicitations (including the RFP) beginning with the advertisement for the same and ending with the approval for award.

Upon the issuance of this RFP, all contact with FLVS must be made through the procurement representative named on the first page. The Proposer must limit communication with the designated contact to the means specified in this document. Other employees and representatives of FLVS and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Proposer or its representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Procurement. Proposer shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of FLVS in connection with this competitive procurement.

- 4.2 Proposer to this Response or persons acting on their behalf are specifically instructed not to contact Board of Trustees, members, staff, or Committee Members during the course of the Response and Selection process. All procedural matters shall be directed to Procurement. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Response.
- 4.3 **Public Records.** Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. FLVS reserves the right to make any final determination of the applicability of the Public Records Law.

4.3.1 Redacted Submissions

If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Proposer shall mark the document as "Confidential" and simultaneously provide a separate redacted copy of its response 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 solicitation name, number, and the Proposer's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Proposer claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, FLVS shall provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department shall notify the Proposer such an assertion has been made. It is the Proposer's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If FLVS becomes subject to a demand for discovery or disclosure of the Confidential Information of the Proposer in a legal proceeding, FLVS shall give the Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Proposer agrees to protect, defend, and indemnify FLVS for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Proposer fails to submit a redacted copy of information it claims is confidential, FLVS is authorized to produce the entire documents, data, or records submitted in answer to a public records request for these records.

- 4.4 **Posting of Public Notices:** All public notices will be posted for review by interested parties on <https://flvs.bonfirehub.com> and <https://flvs.net/about/procurement-opportunities/solicitations-open>. Notices will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.5 **Bid Protests:** Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to procurement@flvs.net. Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.6 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to the Buyer (see cover sheet) no later than the date and time specified on the cover sheet. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following websites:
- Bonfire (<https://flvs.bonfirehub.com/opportunities>)
 - Florida Virtual School Procurement Opportunities (<https://flvs.net/about/procurement-opportunities/solicitations-open>)

4.6.1 Prior to submitting the response, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from Bonfire or FLVS.net for attachment to the response (**Appendix E**).

NOTE: If you download a copy of this response from Bonfire you will be notified by Bonfire (via email) of postings during the life of this solicitation. **You will not be notified if you downloaded a copy of this response from FLVS.net.**

4.6.2 All questions must be in writing and emailed to the Buyer (see cover sheet).

4.7 Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the response due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

4.8 All responses must be prepared and submitted in accordance with the instructions provided in this RFP. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFP. A responsive response is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

4.9 FLVS will receive sealed electronic responses until the date and time indicated on the cover page. Responses must be submitted electronically to the electronic drop box on <https://flvs.bonfirehub.com/opportunities> as described on the cover page. No late submissions will be accepted. It will be the Proposer's responsibility to submit the electronic response to the drop box on time. Respondent shall contact Bonfire for technical support if they experience difficulty uploading their submission at Support@GoBonfire.com. Note that the official clock, for the purpose of receiving responses, is the Bonfire system timestamp.

4.10 **Purchase Order:** The award of the response shall not constitute an order. Before services rendered, Proposer must receive a purchase order from FLVS.

4.11 **Conflict of Interest**

4.1.1 No contract for goods or services shall be made with any business organization other than governmental agencies in which any of the following apply:

- a. The CEO/President or a member of the Board of Trustees has any financial interest whatsoever
- b. A spouse or child of the CEO/President or a member of the Board of Trustees has an employment relationship, or a material interest as defined by Section 112.312(15), Florida Statutes
- c. An employee of the FLVS has a material interest as defined by Section 112.312.(15), Florida Statute, unless the contract is based upon a competitive bid and the employee has not, directly, or indirectly, participated in the development of bid specifications or in the recommendation for purchase or award

4.1.2 No employee or official of the Board of Trustees shall use bid prices or school prices or receive any other preferential treatment in the making of personal purchases. Neither shall any employee or official make purchases for personal use through the school or FLVS. Nothing contained herein shall be deemed to prohibit an employee from participating in activity or purchasing program that is publicly offered to all employees of FLVS.

4.1.3 Any violation of any provision of this subsection by an employee of FLVS shall be grounds for disciplinary action that could include dismissal.

4.1.4 No employee shall be the approver or initiator of purchases from any business organization in which a family member is the point of contact, the person performing the work, or works for the business organization. In this situation, the employee is required to recuse themselves from participating directly or indirectly in the procurement process.

5. SCOPE OF WORK

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals for Insurance Broker Services. The awarded broker/consultant shall perform the full range of services related to the design, implementation, maintenance, communication, and improvement of its group insurance programs. This includes but is not limited to customer service, strategic planning, compliance, reporting, plan management, underwriting/actuarial services, service provider management, education, billing & ongoing enrollment, and wellness.

Background. FLVS currently employs approximately 3,200 employees, of which approximately 90% are eligible to participate in the group benefits. FLVS also offers coverage to eligible retirees. The benefits available to employees include (fully-insured products unless otherwise noted):

- Medical (self-funded)
- Rx (self-funded)
- Dental
- Vision
- Basic Life and Accidentally Death and Dismemberment Insurance
- Supplemental Term Life Insurance
- Flexible Spending Accounts
- Health Reimbursement Arrangement
- Long Term Disability
- Short Term Disability
- Cancer Policy
- Critical Illness Policy
- Supplemental Health Option Plan
- Legal Insurance
- Accident Insurance
- *Retiree Benefits (medical, dental, vision, and retiree life) *Note: these are for retiree’s only not employees

5.1 Respondent Questionnaires, Requirements and Specifications

The purpose of the Respondent Questionnaires are to ensure that the proposal matches stated requirements specified herein.

Section 5.1.A. Response Questionnaire. All respondents must complete and submit, as part of their proposal, the Respondent Questionnaire table shown below. Respondent shall provide completed, detailed responses to each of the questions listed below. Responses are not limited to the response space as shown.

| RESPONDENT QUESTIONNAIRE | |
|--------------------------|--|
| Number | Description |
| 1 | In your view, what are the key exposures that FLVS faces? Response: |

| | |
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| 2 | Describe how your firm keeps current with the trends, best practices and latest developments in the benefit industry. |
| | Response: |
| 3 | Does your firm suggest innovative solutions to your clients that can save them money? Provide detailed examples of those “innovative solutions.” |
| | Response: |
| 4 | What is your firm’s philosophy on accepting contingency/override compensation from insurers relative to placement of our benefit programs? Comment on both direct and indirect compensation? |
| | Response: |
| 5 | Describe your cost control/claims analysis processes/capabilities and how you communicate this with your clients. |
| | Response: |
| 6 | Outline your supplementary claim auditing services and approach. Identify if internal or external resources are utilized. |
| | Response: |
| 7 | Describe how you will assist in aligning benefit strategies with our internal budget, business, and human resources goals. |
| | Response: |
| 8 | Describe what tools you could employ to assist us in monitoring FLVS’s health care and prescription drug costs. |
| | Response: |
| 9 | Will your firm assist with FLVS’s compliance for COBRA, HIPPA, FMLA, ERISA, ADA, ACA and IRC 125? |
| | Response: |
| 10 | Does your firm have health care reform expertise and resources? Describe in detail how you would assist the District with ACA compliance. |
| | Response: |
| 11 | What is your detailed process for working with clients on compliance? Is there an additional fee for compliance audits? |
| | Response: |
| 12 | Describe your process for assisting with preparation of bid documents, evaluation and negotiation during the selection process. What are some of the non-negotiables that you recommend for policies? |

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| | Response: |
| 13 | Describe your process regarding full disclosure and transparency relative to the pass-through of discounts, fees and rebates back to our plans. |
| | |
| 14 | What resources can you provide to educate our employees about becoming healthy consumers? |
| | Response: |
| 15 | How does your firm communicate cost projections and insurance fund status? |
| | Response: |
| 16 | Describe the firm's method of compensation for your services. What are the firm's methods of disclosing compensation to FLVS and the frequency of that disclosure? |
| | Response: |
| 17 | List the public entities your firm has provided similar service for within the past three (3) years. List the number of employees for each entity. Include the contact person and phone number for each entity. Indicate whether your firm's role was as a broker, consultant, or both. Identify at least one reference that is self-funded. |
| | Response: |
| 18 | Identify all lost or terminated accounts within the past three (3) years. For each account, identify the account's line of business, describe the services your firm provided, and state the reasons for the end of your working relationship. |
| | Response: |
| 19 | Provide three (3) references (include names, titles, companies, and telephone numbers) of similar clients who engaged your firm as a consultant for health and welfare benefits consulting services similar to those which we have requested. Indicate whether your firm's role was as a broker, consultant, or both. We prefer references for the individuals who would be assigned to service the School Board. |
| | Response: |

Section 5.1.B Deliverables: - All Contractors **must** complete and submit, as part of their proposal, the specifications table(s) shown below. All line items must include a response of "Yes" or "No" to indicate if the specified item/service is including within the proposes services. Answering "Yes" affirms meeting or exceeding each specification which is included in the proposed pricing provided in Section 6 and to be delivered in accordance with the agreed upon schedule and stated final deliverable date.

| Item # | Description | Included Services "Yes" or "No" |
|-------------------------|--|--|
| Customer Service | | |
| 1 | Services include providing claims assistance and intervention on all plans and product lines. | |
| 2 | Proposal includes monitoring and processing all reinsurance claims | |
| 3 | Proposed solution includes receiving, reviewing, clarifying and de-identifying all appeals from the carriers, providing information to commit members including recommended action so they can make decisions on appeals; once decisions have been reached, communicate decision to the carrier as required. | |
| 4 | Proposed services include coordinating and conducting regular face-to-face Insurance Committee Meetings (at least once per quarter) and other meetings as requested by FLVS including participation and/or presenting to the FLVS Board of Trustees | |
| 5 | Proposer services day-to-day administrative issues such as providing assistance in the daily administration of programs, resolution of contractor and carrier service issues, and address questions and concerns raised by FLVS's members and management. | |
| 6 | Proposal includes provision of one qualified account representative for FLVS to serve as direct point of contact to assist with issues and other insurance related questions. | |
| 7 | Proposed solution includes direct access to qualified account representative (including direct office and cellular phone numbers) for key FLVS Human Resources, Benefits personnel. | |
| 8 | Proposal includes providing assistance for FLVS General Counsel in preparation of defense if any litigation should result from benefits contracting and testify in course as needed/requested. | |
| 9 | Proposed services include regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact FLVS employee benefits plans and programs. Recommended procedures and/or policies. | |
| Item # | Description | Included Services "Yes" or "No" |
| 10 | Proposed solution includes assisting FLVS staff with short term and long-term employee benefit strategic planning. Respondent conducts trend analysis forecasts, project future levels of reserves, and analyzes the claims payment time lag pattern. | |
| 11 | Proposer assists FLVS staff in the development, implementation and ongoing management of an effective and measurable | |

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| | wellness program that will reduce health and welfare cost over the long term. | |
| 12 | Proposer participates in management presentations involving benefit strategies and issues. | |
| 13 | Proposer informs FLVS of issues and changes in the benefits marketplace with expedience. | |
| 14 | Proposer provides information regarding trends and benchmarks in the benefits field. | |
| 15 | Proposer provides, maintains, and updates comparison reports of other cities, counties and special districts' benefit plan offerings and costs to determine their competitiveness to FLVS programs as needed. | |
| 16 | Proposer serves as a source of general expertise for various benefit issues that the FLVS and its Board of Trustees may encounter. | |
| Item # | Description | Included Services "Yes" or "No" |
| 17 | Proposer prepares all "master applications" and other documents. | |
| 18 | Proposer reviews all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy. | |
| 19 | Proposer prepares and coordinates preparation of Summary of Benefits Coverage. | |
| 20 | Proposer prepares, and coordinates and provides all compliance related document as required, including but not limited to, required Federal and State Notices and documents for PPACA such as Exchange Notice, Michelle's Law, COBRA, Newborns' and Mothers' Health Protection Act, Section 125, CHIP, WHCRA, Medicaid D Notice, etc. | |
| 21 | Proposer assists FLVS in obtaining quotes from qualified actuarial firms to complete necessary certifications as requested by the state and federal laws. | |
| 22 | Proposer provides to FLVS' actuarial firm the correct data necessary for certification of the self-funded plans that is required to be submitted to the State Insurance Commissioners' office; the actuarial firm shall bill FLVS directly and shall be paid by FLVS. | |
| 23 | Proposal includes providing HIPPA training documents, and other related items as needed; and review of FLVS HIPAA binder is up to date at least annually. | |
| 24 | Proposer provides FLVS up-to-date and accurate information related to Healthcare Reform, compliance and any other benefits-related questions. | |

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| 25 | Proposer provides FLVS Human Resources department with resources and contacts for general Human Resource related legal and regulatory questions. | |
| 26 | Proposal includes provision of resources and answers for compliance related questions. | |
| 27 | Proposer provides research and professional advice on new developments on benefits law and programs both state and federal, ensuring FLVS is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e. Public Health Service Act, HIPAA, COBRA and others. | |
| 28 | Proposer assists FLVS in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPEs and Plan Documents. | |
| 29 | Proposer reviews pertinent contracts and other legal documents to ensure that they accurately reflect negotiated benefits, services and terms. | |
| 30 | Proposer provides support in the preparation of reports and senior management presentations. | |
| Item # | Description | Included Services "Yes" or "No" |
| 31 | Proposer maintains all finance reports including the benefits cost analysis. This data is customized to provide the data as requested by FLVS. Proposer provides reports on a monthly basis and as requested. This shall include but is not limited to reports for claims summaries, financial data, high end claimant, appeals summary and utilization reports. | |
| 32 | Proposer shall provide FLVS with an annual reporting on the total commissions earned for each fiscal year of the Agreement. | |
| 33 | Proposal includes providing additional reports as requested. | |
| Item # | Description | Included Services "Yes" or "No" |
| 34 | Proposer assists with the development, negotiation and implementation of health and welfare providers on various topics, including but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization, and performance reports, statistical and/or financial reports, and where applicable plan specific data such as medical conditions, prescription drugs, high- cost procedures and in patient data. | |
| 35 | Proposer develops funding rates annually using multiple actuarial resources. | |

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| 36 | Proposer provides new and innovative ways to control costs and offer competitive benefits through various resources, products and services. | |
| 37 | Proposer reviews contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions. | |
| 38 | Proposer assists with managing life and disability programs. | |
| 39 | Proposer reviews carrier service levels and compare performance guarantees; resolve problems regarding providers' services and performance. | |
| Item # | Description | Included Services "Yes" or "No" |
| 40 | Proposer provides actuary services as needed. This includes calculating and recommending appropriate premium rates, administrative fees, and self-funded plan liabilities to maintain the viability of the plans, insurance quality and cost-effective benefits are provided by the plans. | |
| 41 | Proposer provides actuarial costing of legislative proposals for mandated benefits programs. | |
| 42 | Proposer validates rates needed to cover insured plan liabilities. | |
| 43 | Proposer assists FLVS by pricing and analyzing benefit change options; project effect of possible benefits changes on plan costs. | |
| 44 | Proposer calculates self-funding plan reserve liabilities. | |
| 45 | Proposer projects effect of employee contribution changes on participation and renewal costs. | |
| 46 | Proposer prepares rate tiers for funding contributions. | |
| 47 | Proposer prepares fees/rate tires for premiums. | |
| 48 | Proposer conducts migration and/or selection analysis based upon plan design and employer contributions. | |
| Item # | Description | Included Services "Yes" or "No" |
| 49 | Proposer provides support in the day-to-day management of service providers and resolves administrative issues, assists with claims and billing issues as requested, and conducts periodic meetings as necessary. | |
| 50 | Proposer conducts, on the behalf of FLVS, a solicitation process for stop loss insurance and other insurance plans as identified by FLVS. Proposer assists FLVS with bidding medical and prescription ASO services, accident and life insurance, short-term and long-term disability insurance and dental insurance. This includes preparing bid/solicitation documents as well as assisting in evaluations and negotiations. | |
| 51 | As directed by FLVS staff, proposer negotiates all insurance provider contracts, services and renewals with contractors, | |

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| | including meeting directly with insurance company underwriters. The proposer also creates performance guarantees for all insurance carriers providing services to FLVS. | |
| 52 | Proposer analyzes insurance proposal criteria approved by FLVS Plan Administrators, review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements, and manages carrier/provider relationships. | |
| 53 | Proposer reviews contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions and assists with managing life and disability programs. | |
| 54 | Proposer reviews carrier service levels and compares performance guarantees; resolving problems regarding providers' services and performance. | |
| Item # | Description | Included Services "Yes" or "No" |
| 55 | Proposer provides educational and communication tools to increase awareness and help contain costs, including conducting employee meetings, preparing and providing an annual Benefits Booklets and any other information as directed by FLVS. | |
| 56 | Proposer creates communications and presentations outlining the plans to all employees for open enrollment, as well as other times as requested including: Preparing and providing Benefits Booklets (after final client approval). Proposer creates information for newsletters specific to FLVS employees. | |
| Item # | Description | Included Services "Yes" or "No" |
| 57 | Proposer provides reconciliation assistance for all insurance benefits plan, upon request. | |
| 58 | Proposer prepares power point presentation and conducts open enrollment meetings by providing 12+ online meetings which can be attended by remote employees. These include various times such as morning, afternoon, and evening meetings. Presentation is prepared by and given by consultant. | |
| 59 | Proposer prepares narrated open enrollment presentation in a recorded video format which can be viewed by members at their convenience with a way to track attendance (i.e. who has viewed the presentations). | |

| Item # | Description | Included Services "Yes" or "No" |
|--------|--|------------------------------------|
| 60 | Proposer designs, implements, and facilitates FLVS wellness program including attending wellness committee meetings. Proposer coordinates, implements, and manages the onsite health and wellness fair held annually. This includes organizing the providers, managing communications, and supervision of the venue. | |
| 61 | Proposer coordinates the tobacco cessation program, and mandatory Health Risk Assessment survey, and Prevention Exam programs currently in place at FLVS. Proposer provides recommendations for improvements and efficiencies and provides compliance review of programs as needed. | |
| 62 | Proposer supplies best practice knowledge, tools and resources to support FLVS with building a sustainable wellness program aligning with specific culture, needs and budgetary constraints of FLVS. Proposer builds and implements strategic, multi-year wellness plan. | |
| 63 | Proposer analyzes data from wellness programs and reports finding. | |

Assumptions and Constraints

- FLVS anticipates services to begin July 1, 2022. Open enrollment services shall be managed by the incumbent for the plan year July 1, 2022.
- Cooperation with existing contractor and carrier/providers during account transition.

Data and Content Ownership

- All data collected shall remain the sole property of FLVS. Upon termination of contract, all data shall be returned to FLVS within five business days in the format specified.
- Respondent may utilize 'blind data' for the purpose of assessing performance metrics
- All content shall remain sole property of FLVS in perpetuity free from any copyright restrictions or limitations for future use.
- FLVS shall retain sole rights to utilize and / or modify all deliverables at its discretion.
- Upon award, FLVS shall retain all intellectual property rights in all written materials, video, graphics, or other multimedia materials, computer programs (including all source and object code, documentation, manuals or specifications relating to same) and any other works or materials created for FLVS under the awarded contract and subsequent statements of work as such rights are defined in any jurisdiction throughout the world (the "Work Product"). Contractor shall execute all documents that may be necessary to confirm FLVS' ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion, and represents and warrants that any third parties who are permitted to contribute to the Work Product under this agreement are bound by all the obligations herein.

5.2 Exceptions/Alternatives to the RFP: Proposers shall specify exceptions requested for consideration to any section of the Request for Proposal specified herein. FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the requirements of this RFP and / or take the exceptions into consideration during the evaluation process as in its best interest.

| Page # | Section # / Paragraph # | FLVS Original Language | Proposed Alternative/Revision for Consideration |
|--------|-------------------------|------------------------|---|
| | | | |
| | | | |
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5.3 Exceptions/Alternatives to FLVS Master Services Agreement Terms and Conditions: Proposers shall specify exceptions requested for consideration to the Sample Master Services Agreement provided (Appendix L of the Required Forms Packet). FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the Master Services Agreement Terms and Conditions or take the exceptions into consideration during the evaluation process as in its best interest.

| Page # | Section # / Paragraph # | FLVS Original Language | Proposed Alternative/Revision for Consideration |
|--------|-------------------------|------------------------|---|
| | | | |
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6. COST PROPOSAL

6.1 Pricing This is a commission-based Solicitation with established commission rates to be paid by insurance carriers. No monies will be paid directly by FLVS except as authorized by a separate sow and issuance of PO.

| Item | Service Type | Column A Estimated Premium/Fee | Year 1 | | Years 2-5 | Column B Total Calculation | Total Estimated Annual Cost |
|------|--------------------------|-----------------------------------|-----------------------|---|--------------------------------|--|-----------------------------|
| | | | Fixed Commission Rate | Agree or Disagree | Proposed Fixed Rate/Commission | | |
| 1. | Medical ASO | 2695 employees | \$0 PEPM | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | \$_____ Per PEPM | (Proposed rate x 2695 employees') x 12 months | \$_____ |
| 2. | Stop Loss | \$2,132,714.28 | 2.5% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 3. | Dental | \$2,085,799.44 | 2% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 4. | Vision | \$281,096.28 | 5% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 5. | Life Insurance | \$621,088.20 | 10% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 6. | Long Term Disability | \$115,367.88 | 10% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 7. | Accident | \$74,034.00 | 10% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 8. | Short Term Disability | \$146,320.92 | 10% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 9. | Critical Illness | \$166,546.80 | 20% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 10. | Supplemental Health Plan | \$52,019.52 | 10% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| 11. | US Legal | \$95,190.00 | 20% | Agree <input type="checkbox"/> Disagree <input type="checkbox"/> | _____% | Proposed rate x premium (column A) | \$_____ |
| | | | | | | Total Estimated Annual Rate for Years 2-5 | \$_____ |

All proposers shall agree to the commission rates that have been established for year one. These rates have already been negotiated into the existing agreements. For years two through five, proposers shall provide commission rates as requested. The commission rates bid shall be multiplied by the estimated premium to determine the annual cost for years two through five.

6.2 PROPOSAL PRICE SHEET: HOURLY RATES FOR SERVICES NOT SPECIFIED

List positions and hourly rates for services not specified if required. These rates will remain firm for the duration of the Agreement. Hourly rates shall include all costs. Provide the position title and fully burdened hourly rate.

| Description of Resource | Unit Cost (hourly rate) |
|-------------------------|-------------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

Notes: Respondents may use additional lines/pages needed.

6.3 Cost Proposal Form Part B P-Card Acceptance

Respondent shall accept payment via P-Card (with no additional Fees)

Yes No
(Check one)

6.4 Alternative Pricing: May be provided in Addition to Fixed Price (not as a replacement to the above)

| Detailed Description | Total |
|----------------------|-------|
| | |
| | \$ |

6.5 Cost Proposal General Notes:

- Unit price will be used to determine the correct extended price if calculation error is found.
- Extended price should be computed as Estimated Total Hours multiplied by the Proposed Unit Price
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Statement of Work. Estimated quantities provided for evaluation purposes and do not guarantee dollar value of award.
- FLVS reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- FLVS Travel Policy (for any authorized, pre-approved travel related expenses)

In compliance with 112.061, Florida Statutes, FLVS will reimburse contractors following the same policy that is set in place for all FLVS staff for ordinary, necessary, and reasonable expenses incurred in the course of business-related travel in compliance with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes. Travel expenses must be supported by receipts when submitting a Contractor Travel and Expense Reimbursement Form. Florida Virtual School will only reimburse up to what is considered acceptable based on FLVS travel policy.

7. GENERAL TERMS AND CONDITIONS

Master Service Agreement (Appendix L in the Required Forms Packet) is the FLVS. By submitting a response to this RFP, Respondents acknowledge and agree that they have reviewed this agreement and have no objection to it. Further, if selected by FLVS, Respondents acknowledge and agree that they will execute this agreement, subject to FLVS' right to make revisions and modifications thereto prior to execution, where FLVS has determined, in its sole discretion that such revisions or modifications are in FLVS' best interest. This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and FLVS. No modification of this RFP, except by addendum issued by FLVS, shall be binding on FLVS.

7.1 FLVS may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this RFP; postpone or cancel, at any time this RFP process; or waive any irregularities in this RFP, or in the responses received as a result of this RFP. FLVS also reserves the right to request clarification of information from any Proposer.

7.2 All expenses involved with the preparation and submission of responses to FLVS, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.

7.3 It is understood and agreed between the parties hereto that FLVS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, FLVS shall immediately notify awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to FLVS of any kind whatsoever.

7.4 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of FLVS. Further, all Proposers must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.

7.5 Purchasing Agreements with Other Government Agencies. With the consent and agreement of the awardee(s), purchases may be made under this response by school boards and governmental agencies. Services are to be furnished in accordance with the contract of said product(s) and/or service(s) resulting from this response. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any response, in response to this advertised request, shall constitute a response made under the same conditions, for the same contract price, and for the same effective period as this response to all public entities if they so request. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

7.6 Proposers, their agents, and/or associates are subject to the provisions of the Florida Statute Chapter 286 and Sunshine Law, Florida Statute Chapter 119.

7.7 There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.

7.8 The Procurement Director may terminate this solicitation in whole or in part when it is in the best interest of FLVS. Notification of termination must be in writing and issued by the Procurement Director or designee. This action will be publicly posted as described above.

7.9 Should any Proposer fail to enter into a contract with FLVS, on the basis of the submitted response by said Proposer, the Proposer acknowledges that proposer shall be liable to FLVS for any lost revenue.

7.10 Legal Requirements: It shall be the responsibility of the awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with FLVS are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

7.11 Patents and Royalties. The Proposer, without exception shall indemnify and hold harmless FLVS and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Florida Virtual School. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, FLVS shall maintain all rights to the written documentation, electronic media and other materials provided by the Proposer in response to this solicitation.

7.12 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted electronically and labeled as "Confidential" with a second copy submitted and labeled as "Redacted Copy" retracting the Trade Secret information.

7.13 Financial Terms and Conditions.

7.13.1 Conditions to Payment

Payment to Contractor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the agreement and specifically upon the successful and timely completion of the acceptance tests specified for the particular deliverable. FLVS reserves the right to determine the acceptance process which may include the approval and release of funds.

7.13.3 Performance Bond. **INTENTIONALLY OMITTED**

7.13.4 Liquidated Damages. **INTENTIONALLY OMITTED**

7.14 All awardees shall comply with Chapter 442, Florida Statutes to any product or item delivered or used when providing goods or services under this contract by providing Material Safety Data Sheets (MSDS) when applicable.

- 7.15 Federal Provisions. If FLVS is using any federal funds for payment of the services, then the awarded Contractor shall execute and deliver to FLVS the Federal Certification(s) concurrent with Contractor's execution of this Agreement and concurrent with subsequent amendments (if any) to this Agreement.
- 7.16 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid/proposal(s) on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.
- 7.17 The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.18 Identical Qualifying Bid/Proposals: In the event of identical qualifying bid/proposals, FLVS will execute the tie breaking procedure contained in the FLVS Board of Trustees Policy Manual.
- 7.19 ADA Compliance: Under Title II of the Americans with Disability (ADA) Act. The ADA requires that persons with disabilities are provided both physical and programmatic access to all programs and services offered by public entities. Contractor complies with all rules and regulations under the Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation. Contractor agrees to comply with all with WCAG 2.1 A.A. and 508 Accessibility Standards specified within:
- [Section 508 of the Rehabilitation Act of 1973, as amended \(Sec. 508\)](#)
 - [Americans with Disabilities Act of 1990, as amended \(ADA\)](#)

8. DEFINITIONS

The following words shall be defined as set forth below:

“Change Order (CO)” Contractual Document to request to modify a SOW.

"Contractor" means the provider of the Goods or Services under the Agreement.

“Cost Proposal Form” or **“Cost Proposal”** means the portion of the response that describes the proposed pricing.

“Intent to Award” (IAW) means a formal notice posted on FLVS.net notifying the public that FLVS has completed its evaluation process and intends to award a contract to the highest-ranking Respondent

"FLVS Master Service Agreement" or "Agreement" or "Contract" means the agreement between FLVS and the Contractor as defined by the terms of this FLVS Master Service Agreement and its incorporated documents.

“PEC” means the Proposal Evaluation Committee or Evaluation Committee

"Purchase Order" means the form or format used to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

“Proposer” or “Respondent” means the company, organization or contractor submitting a proposal in response to a published solicitation.

“Proposal” or “Response” or “Submission” means the submission provided in response to the RFP. May be used interchangeably throughout the document.

“Request for Proposal” or “RFP” is a solicitation used in negotiated acquisition to communicate government requirements to the prospective contractors and to solicit proposals.

"Services" means the services and deliverables as provided in the Master Service Agreement and as further described by the Statement of Work as required.

“Statement of Work (SOW)” means the Contractor’s Responsibilities as described in detail in the sample SOW Attached within the Required Forms Packet.

“Subject Matter Expert” (SME) means individual(s) who are considered authorities in a particular field or area of the business.

“Technical Response” or “Technical Proposal” means the response to the RFP excluding the Cost or Pricing Proposal Form. May be used interchangeably throughout the document.