



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
75 NORTH PACE BOULEVARD
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
February 14, 2013

PURCHASING CONTACT & TELEPHONE:
John Dombroskie - 850.469.6120

RFP TITLE:
GROUP MEDICAL BENEFITS (Including Prescription Drugs)

RFP NUMBER:
132001

RFP OPENING DATE & TIME:
March 11, 2013 - 2:00PM Central Standard Time

NOTE: PROPOSALS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

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 Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County, Florida (hereinafter referred to as "ECSD" or "The School District") desires to receive proposals to provide group employee medical and prescription drug insurance benefits for ECSD employees, employee dependents, retirees and retiree dependents.

ECSD is soliciting proposals for a group medical and prescription drug insurance ASO arrangement. The RFP addresses a self-funded funding program (Self-Insured). The proposer may quote on all benefit programs (medical only, prescription only, medical and prescription) for all employees and retiree groups.

The objective of this RFP is to determine and secure the highest quality Program(s) for the School District of Escambia Count.

ECSD prefers service providers that meet or exceed the current levels of service, offer comparable funding and a network that is comparable to the current network and would provide the least amount of employee disruption. **Expectations of Service, SL, and Geo Access are found in Attachment A - TPA Questionnaire.**

ECSD currently has a self-funded health insurance program that offers a Preferred Provider (PPO) and two (2) HRA plans and an H.SA plan that is 100% District paid for single coverage employees. The health insurance program is currently being administered through United HealthCare (UHC).

The prescription drug program is administered through UHC with MEDCO/Express Scripts as the current PBM (Pharmacy Benefit Manager). The prescription drug plan is available for all active employees and retirees. Escambia will be utilizing Truveris TruBid system through Willis of Florida to analyze the PBM bids and contracts. **Proposing PBM must agree to cover the \$12,000 cost of running the RFP upon being awarded the business. This payment will be made directly to Truveris by the winning PBM. In addition, there will be an ongoing bill review (audit) of cycle invoices to assure adherence to the agreed upon contract. PBM must agree to provide \$12,000 annually to Truveris in order to cover these costs.** **Details on PBM Bid are included in Attachment B – PBM Questionnaire.**

Currently premiums for both plans (medical and Rx) are combined into a single premium and either paid entirely by the ECSD, paid by the employee/retiree, or a combination of each. ECSD currently pays 100% of the employee premium (Single coverage only) for the HSA plan for all active employees, and contributes toward the total cost of the single premium for the other (3) plans, but not at 100%. Currently ECSD contributes towards dependent coverages and supplements retiree post-65 (Medicare Eligible) retiree premiums. **No supplements are made by the District for any pre-65 retirees and these retirees pay 100% of the premiums.** **Details on rates and contributions for the past three years can be found in Attachment D.**

Proposers shall bid on the Current Plan Designs or a plan design that most closely matches the current plan design. Explain all deviations from current plan(s) in **Attachment C (Tab 3)**. Additionally, proposers may include two additional plan designs for each delivery model quoted to offset any anticipated increase in cost projected for 2014. An alternative plan design should represent the proposer's best effort to maintain the value of the current plan without a substantial increase in the premium of that plan. The District also desires to have carriers/vendors submit an alternative plan design that would represent a minimal change in benefits and a decrease in premium. **Details on Plan designs can be found in Attachment C (Tab 3).**

ECSD permits employees to opt out of the medical plans with proof of coverage from another source, or enrollment in a self-administered In-Hospital Indemnity Plan. **Details on enrollment can be found in Attachment E- Escambia 2013 Census.**

II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of

the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may

result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.

- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to

the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.

- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to

them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing>" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

III. SPECIAL CONDITIONS

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

- A. **CONTRACT TERM:** The purpose of this RFP is to establish a contract **beginning January 1, 2014 through December 31, 2014.** The term of the contract may, by mutual written agreement between The Board and the awardee, be renewed for two additional one-year periods and, if needed, extended 90 days beyond the expiration date of the final renewal period. The ECSD prefers a 3-year commitment/agreement with pricing fixed for the entire three year period. The District, through its Purchasing Department, will, if considering renewing, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its proposal.

- B. **EXTENSION:** In addition to any renewal options contained herein, ECSD is granted the right to extend any award resulting from this RFP for the period of time necessary for ECSD to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of ECSD exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- C. **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 180 days from the date of proposal opening.
- D. **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on ECSD.
- E. **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- F. **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. ECSD will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal or for any travel and per diem costs that are incurred by any proposer.
- G. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods and/or services offered shall be in compliance with RFP conditions and specifications and any resulting agreement at all times. Goods and/or services not conforming to RFP conditions, specifications or time frames may result in default of contract and the awardee shall pay ECSD, as liquidated damages, an amount equal to 25% of the value of contract or \$50.00, whichever amount is larger.
- H. **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- I. **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- J. **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results there from as a part of any commercial advertising without prior written approval of ECSD.
- K. **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. ECSD is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of ECSD.
- L. **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of ECSD. In addition, *Willis of Florida, Inc.* will be providing consultant services to ECSD in relation to this RFP. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of *Willis of Florida, Inc.*
- M. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
Any agreement resulting from the award of this RFP (if applicable); then Addenda released for this RFP, with the latest Addendum taking precedence; then the RFP; then awardee's proposal. In

case of any other doubt or difference of opinion, the decision of ECSD shall be final and binding on both parties.

- N. **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. ECSD prohibits any policy or procedure, which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- O. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto ECSD property to deliver materials or perform work or services as a result of award, the proposer agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- P. **PUBLIC ENTITY CRIMES:** Section 287.133, Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- Q. **USE OF CONTRACT/OTHER CONTRACTS:** ECSD reserves the right to utilize any other ECSD contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other ECSD, other community college/state university system cooperative agreements, or to directly negotiate/purchase per ECSD policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so. Additionally, ECSD will allow other city or county governmental agencies, other ECSD entities, and other community college/state university system cooperative agreements to piggyback onto an agreement resulting from this RFP.
- R. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without prior written approval of ECSD.
- S. **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, ECSD shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to The Board for immediate cancellation. ECSD reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- T. **INDEMNIFICATION:** Provision stated herein will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to ECSD occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- U. **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any correspondence with any School Board Member, Insurance Task Force Member or the Superintendent of Schools after the submittal of their proposal and prior to the contract being awarded with the exception of

communications with the office of the Director of Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.

V. **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of ECSD; including any School Board Member, Insurance Task Force Member, and/or Superintendent of Schools, for the purpose of influencing consideration of this proposal.

W. **ACCEPTANCE AND REJECTION OF PROPOSALS:**

Acceptance: All proposals properly completed and submitted will be considered by ECSD. However, ECSD reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or reject all proposals received.

ECSD also reserves the right to waive irregularities in any proposal received if such action is in the best interest of ECSD. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.

Failure to execute and return the enclosed original **Request For Proposal (RFP) & Proposal Acknowledgement** form (Page 1 of RFP) as defined in Section IV, Paragraph B.4.

Failure to respond to all subsections within the RFP.

Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

X. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to ECSD by Certificate of Insurance within 15 days of notification by ECSD. Such certificate shall contain a provision for notification to the ECSD 30 days in advance of any material change in coverage or cancellation. **ECSD shall be named as an additional insured under the Commercial General Liability policy.** The insurance information shall be submitted on an insurance carrier's Certificate of Insurance.

Commercial General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth in the Indemnification herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Professional Liability insurance with limits of not less than \$2,000,000 per occurrence.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee shall provide ECSD Purchasing Department with a Certificate of Insurance, which is evidence of the above coverage, and with ECSD named as an additional insured.

- Y. **CHANGE IN CONSIDERATION:** Notwithstanding any provision in the Contract to the contrary, the proposer may not effect any increase of rates or other consideration applicable to this Contract prior to the latest of:
1. The end of any applicable rate guarantee period(s); or
 2. One year after the effective date of the last change in rates or other consideration; or
 3. At least 120 calendar days during the first year of the contract and 180 calendar days after receipt by ECSD of valid written notice from the proposer, stating specifically the amount of change proposed. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Contract shall not constitute a valid notice.

A written notice of any change in rates or other change in consideration, shall be delivered by certified mail to:

Kevin Windham, Director of Risk Management
The School District of Escambia County
75 North Pace Street
Pensacola, Florida 32502

Notice by a successful proposer of intent to effect any change in consideration shall thereby entitle ECSD to cancel the Contract without penalty.

- Z. **PERFORMANCE STANDARDS GUARANTEES:** ECSD may negotiate performance standards and performance guarantees with the selected proposer(s). Refer to **Attachment C (Tab 7)** for a Sample of the Performance Standards Guarantees that may or may not be negotiated. This Sample is intended as a Sample Only and should not be considered a complete listing.
- AA. **CHANGES TO SPECIFICATIONS:** Changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued on this RFP will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING THE PROPOSAL, it shall be the sole responsibility of each proposer to contact the Purchasing Department's Director, John Dombroskie, or visit the Purchasing Department's web pages (http://old.escambia.k12.fl.us/adminoff/finance/purchasing/current_bid_activity.html) to determine if any Addenda were issued and, if so, to obtain such Addenda. It is anticipated that Addenda will be released on February 27, 2013; if the need arises there may be other such releases earlier. **NO ADDENDUMS SHALL BE RELEASED FEBRUARY 27, 2013.**
- BB. **SUBMISSION OF QUESTIONS:** Any questions concerning conditions and specifications shall be ***submitted by noon (CST) February 22, 2013 in writing*** to **John Dombroskie, Fax number (850)469-6271, Telephone number.: (850)469-6202, ,or e-mail: JDombroskie@escambia.k12.fl.us**, who is authorized only to direct the attention of prospective proposers to various portions of the RFP so they may read and interpret such for themselves. Neither John Dombroskie nor any employee of the School District of Escambia County is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document. If questions are received which indicate a need for a change to specifications these changes will be made by Addenda as addressed above.

- CC. **AGENTS:** The District intends to work directly with the carriers and vendors. In the event an agent must be selected, it is the District's intention that Willis of Florida, Inc. be named agent of record. Please do not include any agent commissions as part of your proposal. **If due to your company's state filing an agent must be paid a commission please disclose that amount.**
- DD. **Lunsford Act.** Any award hereunder would be subject to Florida's Jessica Lunsford Act. Firms will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the firm and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the ECSB in advance of the firm providing any services. The firm will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to firm and its employees. The firm will follow the procedures for obtaining employee background screening as outlined by the Escambia County School District Division of Protection Services (<http://www.escambia.k12.fl.us/security/fingerprinting/index.asp>). Firm will provide the ECSB a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Firm will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that firm fails to perform any of the duties described in this paragraph, this will constitute a material breach of any contract entitling the ECSB to terminate immediately with no further responsibility to make payment or perform any other duties under the contract. Firm agrees to indemnify and hold harmless the ECSB, the School District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- EE. **Proposal Documentation and Required Enclosure.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on pages 17 and 18 of this document) must be signed and returned with your proposal. **FAILURE TO RETURN THIS FORM MAY RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED.**

IV. RESPONSE

NOTE: One complete, original proposal (clearly identified as the original proposal), 9 additional copies and one electronic version in WORD/EXCEL 2010, including the Required Response Form: (Page 1 of RFP) shall be fully executed and returned on or before 2:00 P.M. CST on date due to the Purchasing Department in accordance with the submittal requirements. All proposals shall be submitted in sealed packaging with RFP number and the proposers' firm name clearly marked on the exterior of package. It is the sole responsibility of the proposer to assure they have received the entire proposal and any and all Addenda. Proposal shall contain all information required to be included in the proposal as described herein.

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A. MINIMUM ELIGIBILITY CRITERIA: In order to be considered eligible for this assignment, proposer shall meet or exceed the following criteria:

1. Insurance carriers must be licensed in the State of Florida to conduct health insurance business and/or be a non-profit health care corporation licensed to transact business in Florida. Provide a copy of your license and/or certificate.
2. Insurance carriers must have a minimum size category of VI and a financial rating of A- from A.M. Best.
3. Limited health service providers and non-insurance companies must provide three years of audited financials.
4. Third Party Administrators (TPA's) must be properly licensed in the State of Florida to conduct TPA services. Provide a copy of your TPA license.

B. INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL: In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal.

1. **Title Page:** Show the RFP number, subject, the name of the proposer, address, telephone number and the date.
2. **Table of Contents:** Include a clear identification of the material by section and by page number.
3. **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
4. **Required Response Form:** (Page 1 of RFP) with all required information completed, and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
5. **Notice Provision:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information shall be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To Client Name:

Kevin Windham, Director of Risk Management
The School District of Escambia County
75 North Pace Boulevard
Pensacola, Florida 32502

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

6. **Addenda:** Proposer has determined that their firm has received all Addenda released prior to their firm's proposal submittal.
7. **Questionnaires:** Proposer shall complete the questionnaires contained in Attachment A and B of this RFP. (Proposer shall complete the applicable questionnaire for each funding option / program for which the proposer submits the proposal). Please answer the questions in the order in which they are presented, restating each question before rendering your response. If you are unable to answer a question, please indicate why you cannot. If you are unable or unwilling to disclose particular information asked in a question, please indicate why. Your failure to respond or provide detailed information may be reflected in the evaluation process.
8. **Experience and Qualifications of the Proposer:**
 - 8.1 State under what other or former name(s) the proposer is currently operating under or has operated under.
 - 8.1.1 State whether proposer's firm(s) is local (Escambia County), regional, or national.
 - 8.1.2 Give the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.
 - 8.2 Provide a statement that no litigation or regulatory action has been filed against your firm(s) or any subcontractors, which may provide services under the scope of this contract in the last three years. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm, and identify the named party, the court or agency before which the action was instituted, the location, the applicable case or file number, and the status or disposition for such reported action.
9. **Scope of Services Provided:**
 - 9.1 Proposer shall be in compliance with Section 624.428, Florida Statute. If any commissions and/or service fees are included in your rate quotation, you shall specify the amount of the commissions and/or service fees, to whom they may be paid and your reason(s) for including them.
 - 9.2 The proposer shall agree to supply ECSD with standardized reports upon request. These reports will include, but will not be limited to member-specific information, member enrollment information and/or utilization reports.
10. **Cost of Services:** Proposer shall complete Attachment C, for each plan design and funding option quoted in Attachment C. No deviations from this format are permitted. No conditions or qualifications (e.g., participation requirement) to the quoted rates are acceptable.
11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form (located on pages 17 and 18 of this document) must be signed and returned with your proposal.

C. EVALUATION OF PROPOSALS:

1. The District will evaluate proposals submitted in response to this Request for Proposals (RFP) based upon whose proposal conforms most closely to the solicitation, and is most advantageous to the District with respect to pricing, plan design and network (each weighted equally). A presentation from the highest ranked firm(s) may be required, at the discretion of the evaluation committee as a tiebreaker or to further distinguish between top ranked firms with relatively close total scores. The Committee will contact the highest ranked firms to negotiate a final agreement. If an agreement cannot be agreed upon, the next highest ranked firm(s) will be notified and an agreement will be negotiated. This process will continue until an award can be recommended to the Board.
2. The District reserves the right to further assess the capabilities of the individual proposers and to contact references provided with the proposals.
 - 2.1 All proposals should be submitted initially with the most complete and favorable terms. If additional information or proposal clarification is required, the proposer shall be prepared to submit such information in a timely manner when so requested.
 - 2.2 Award of contracts is subject to negotiation and approval by the School Board of Escambia County who may, at its option, undertake simultaneous negotiations with those companies that have submitted proposals.
 - 2.3 The District reserves the right to waive informalities in any proposal, to reject any or all proposals in whole or in part, with or without cause, to re-advertise, or to accept the proposal which, in its judgment, will be in its best interest.
3. The Board reserves the right to accept or reject any or all proposals.
4. The Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
5. The Board reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty. The School Board further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the School Board to do so.
6. The School Board may award an agreement based on responses to this Request for Proposal without discussions. Therefore, each response to this RFP should contain the proposer's best terms and conditions for consideration.
7. Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

D. REQUIREMENTS OF AGREEMENT: Proposer agrees, by submission of their proposal, that any agreement resulting from this RFP will include the following provisions, which are not subject to negotiation.

Proposer agrees to the following:

- Obtain and maintain Errors and Omissions insurance with at least \$1,000,000 coverage limit.

- ECSD membership shall not represent more than 20% of the proposer's total medical membership during the contract period.
- Provide ECSD with one (1) on-site representative on as needed basis. Currently United Healthcare has a representative available onsite at the District when needed.
- Provide ECSD with 60 day written notice of any drug, which may be deleted from their formulary (except in cases where the drug is removed from the Food and Drug Administration approved listing). Said 60 days notice is to commence when received in ECSD Insurance and Benefit Department. The proposer shall also notify each contracted physician of changes, as well as, provide this information in their quarterly newsletter to participants.
- PBM only: Upon award, agree to pay analysis fee and annual audit fee to Truveris as mentioned in in Section I.
- Upon award, agree to provide weekly data feeds to Health Clinic, and/or Carrier, and/or PBM as needed to assist in management of the Plans

E. LISTING OF ATTACHMENTS:

Attachment A- TPA Questionnaire to be completed by proposer in format provided

Tab 1- Service and SL

Tab 2- Wellness

Tab 3- Geo access

Attachment B- PBM Questionnaire to be completed by proposer in format provided

Tab 1- Introduction

Tab 2- Client Information

Tab 3- Bid Instructions

Tab 4- Bid Geo Access

Tab 5- Bid Formulary Disruption

Tab 6- Bid Terms

Tab 7- Bid Drug Classification

Tab 8- Bid Pricing Proposal

Attachment C- ASO Worksheets to be completed by proposer in format provided

Tab 1- Instructions

Tab 2- Medical Plans

Tab 3- ASO Services

Tab 4- Stop Loss

Tab 5- Medical Network Discount

Tab 6- CPT Analysis

Tab 7- Performance Guarantees

Tab 8- Medical Geo Access

Attachment D- Escambia Rates and Contributions (for reference)

Tab 1- 2013

Tab 2- 2012

Tab 3- 2011

Attachment E- Escambia 2013 Census (for reference)

Attachment F- Escambia Medical Claims Experience (for reference)

Attachment G- Escambia Prescription Claims Experience (for reference)

Attachment H- SPDs (for reference)

F. PROPOSAL TIMELINE:

<u><i>Escambia County School District</i></u>		
<u><i>2014 MEDICAL & Prescription PRE RENEWAL & MARKETING TIMELINE</i></u>		
<i>ACTION</i>	<i>DATE</i>	<i>WHO</i>
Release of RFP132001	2/14/2013	ECSD
Follow up for marketing questions	2/22/2013	ECSD & WILLIS
Release of Addendum	2/27/2013	ECSD
Proposals due on or before 2:00PM CST	3/11/2013	ECSD
Spreadsheet Analysis from Marketing results	3/29/2013	WILLIS
Initial meeting with ESCAMBIA to review marketing results	4/5/2013	ECSD & WILLIS
Follow up meeting to Receive Renewal decisions from ESCAMBIA	4/30/2013	ECSD
Welcome Packets / ID Cards	8/24/2013	CARRIER
Group Renewal Effective Date	1/1/2014	ECSD & CARRIERS
Follow up renewal meeting/discussion	1/16/2014	ECSD & WILLIS

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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