

RFP 24-009V  
ADDITIONAL RECOMMENDATION 5 OF 5  
BOARD MEETING: JUNE 6, 2006

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION  
RFP 24-009V  
GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

It is recommended that the attached Fourth Amendment to Agreement with Vista Healthplan, Inc. and the Fifth Amendment to Agreement with Humana, Inc. be approved. The purpose for the Fourth Amendment to Agreement with Vista Healthplan, Inc. and the Fifth Amendment to Agreement with Humana, Inc. is to add negotiated enhancements and modifications offered by both carriers to their original Agreement from January 1, 2007 through December 31, 2007. The renewal rates for the high-option plans for both Humana, Inc. and Vista Healthplans Inc. are 4.2% over the current rates. The renewal rates for the low-option and Consumer-Driven plans are 3.2% over the current rates. It is also requested that the School Board authorize an additional expenditure of \$215,000,000 to the subject contract. The amount of the recommended spending authority is available from funds already included in the District budget and will provide for an approximate total expenditure of \$855,000,000 for the award period. The amendments for both the negotiated enhancements and modifications were approved by the Superintendent's Insurance Advisory Committee at its April 27, 2006 meeting.



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Carol E. Barker, CPPB  
Purchasing Agent

Attachments:

Executive Summary

Fourth Amendment to Agreement with Vista Healthplan, Inc.

Fifth Amendment to Agreement with Humana, Inc.

Additional Recommendation 4 of 4

Additional Recommendation 3 of 3

Additional Recommendation 2 of 2

Additional Recommendation 1 of 1

Original Recommendation

## EXECUTIVE SUMMARY

RFP 24-009V

### GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

The contract for the above-mentioned RFP was approved by the School Board on August 19, 2003 and expires on December 31, 2006. The contract allows for three additional one-year renewals. This is the first renewal.

The Superintendent's Insurance Advisory met on April 27, 2006 and voted to recommend approval of a one-year renewal for Humana Health Insurance Company of Florida, and Vista Healthplans Inc. The Committee was able to negotiate very favorable renewal rates. The renewal rates for the high option plans for both carriers are 4.2% over the current rates. The renewal rates for the low option and Consumer Driven plans are 3.2% over the current rates.

The Committee also made plan modifications. It increased the pharmacy co-payments five (\$5.00) dollars on all plans. In an effort to reduce emergency room utilization and encourage members to use the Urgent Care Centers, emergency room co-payments were increased by seventy-five (\$75.00) dollars.

The Committee was also able to negotiate several enhancements. Humana, Inc. agreed to reduce the co-payment on the mail order pharmacy benefit to one co-payment for a ninety (90) day supply for the High Option HMO and Consumer Driven Plan. They also agreed to provide an additional \$30,000 a year for staff support for the District's Wellness Program. Vista Healthplans also agreed to provide an additional \$30,000 a year for staff support for the District's Wellness Program. They also agreed to provide an Over-The-Counter (OTC) medication benefit for members enrolled in the Low Option HMO. This benefit will provide ten (\$10.00) dollars a month in OTC medication at no cost to our members.

**FOURTH AMENDMENT TO  
AGREEMENT**

**THIS FOURTH AMENDMENT TO AGREEMENT** entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue,  
Fort Lauderdale, Florida 33301

**AND**

**VISTA HEALTHPLANS, INC.  
AND VISTA INSURANCE PLAN, INC.**

(hereinafter referred to as "Vista")  
having its principal place of business at  
300 South Park Road  
Hollywood, Florida 33021

**WHEREAS**, SBBC and Vista entered into an Agreement dated August 19, 2003 (hereinafter "Agreement") for certain group medical insurance services; and

**WHEREAS**, SBBC and Vista entered into a First Amendment to Agreement dated August 17, 2004 (hereinafter "First Amendment"); and

**WHEREAS**, SBBC and Vista entered into a Second Amendment to Agreement dated July 26, 2005 (hereinafter "Second Amendment"); and

**WHEREAS**, SBBC and Vista entered into a Third Amendment to Agreement dated October 11, 2005 (hereinafter "Third Amendment"); and

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLES**

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.
2. **Term of Agreement.** The term of this Agreement shall be extended for a period of one (1) year and the extended term shall commence on January 1, 2007, and continue through and including December 31, 2007.

3. **Premiums.** The premium rates for the period commencing January 1, 2007, and continuing through and including December 31, 2007 shall be:

	HMO High Option	HMO Low Option	PPO High Option	PPO Low Option
Employee Only	\$397.09	\$365.57	\$810.79	\$724.46
One Dependent	\$442.07	\$407.17	\$977.12	\$917.36
Two or More Dep.	\$772.21	\$711.24	\$1,584.88	\$1,481.80
Dual Spouse	\$442.07	\$407.17	\$977.12	\$917.36

4. **Plan Design Revisions.** Section 2.03 of the Agreement shall be amended as follows:  
Vista agrees to provide the following revisions:

High Option HMO Plan

1. Retail order prescription drugs:  
\$10 Generic/\$15 Brand Formulary/\$35 Non-Formulary
2. Mail order prescription drugs:  
\$10 Generic/\$15 Brand Formulary/\$35 Non-Formulary
3. Emergency Room in-area co-payment: \$100
4. Emergency Room out-of-area co-payment: \$125

Low Option HMO Plan

1. Retail order prescription drugs:  
\$15 Generic/\$25 Brand Formulary/\$45 Non-Formulary
2. Mail order prescription drugs:  
\$20 Generic/\$35 Brand Formulary/\$65 Non-Formulary
3. Primary care physician (PCP) Office visit co-payment: \$20
4. Specialist Office visit co-payment: \$30
5. Emergency Room in-area co-payment: \$150
6. Emergency Room out-of-area co-payment: \$175

High Option PPO Plan

1. Retail order prescription drugs:  
\$15 Generic/\$25 Brand Formulary/\$45 Non-Formulary
2. Mail order prescription drugs:  
\$25 Generic/\$45 Brand Formulary/\$85 Non-Formulary
3. Emergency Room in-network: 85% (after \$100 co-payment)

Low Option PPO Plan

1. Retail order prescription drugs:  
\$20 Generic/\$35 Brand Formulary/\$65 Non-Formulary
2. Mail order prescription drugs:  
\$25 Generic/\$45 Brand Formulary/\$85 Non-Formulary
3. Emergency Room in-network: 80% (after \$100 co-payment)

5. **Over-The-Counter Medication.** Vista agrees to provide to School Board members enrolled in the Low Option HMO plan an Over-The-Counter (OTC) benefit. Said benefit shall not exceed ten dollars (\$10.00) in a calendar month.
6. **Wellness Support.** Vista agrees to provide additional Wellness administration support at a cost of \$30,000 per year effective July 1, 2006. Said support shall include, but not limited to, staff including benefits, office equipment, supplies, travel, and professional fees.
7. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:
  - First: Fourth Amendment to Agreement
  - Second: Third Amendment to Agreement
  - Third: Second Amendment to Agreement
  - Fourth: First Amendment to Agreement
  - Fifth: The Agreement
  - Sixth: Addendum Number Two [dated March 11, 2003] to the RFP;
  - Seventh: Addendum Number One [dated March 7, 2003] to the RFP;
  - Eighth: RFP 24-009V "Group Medical Benefits for School Board Employees"; and
  - Ninth: The Proposal submitted in response to the RFP by Vista.

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

8. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Addendum.
9. **Authority.** Each person signing this Amendment to Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.

**FOR SBBC**

(Corporate Seal)

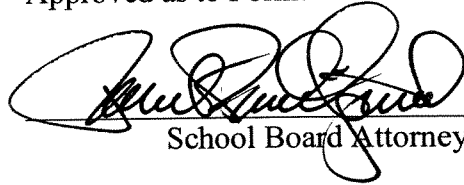
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

**FOR VISTA**

VISTA HEALTHPLANS, INC. AND  
VISTA INSURANCE PLAN, INC.

(Corporate Seal)

Attest: \_\_\_\_\_  
Secretary

By: *Ronald J. Berding*  
R. Joe Berding  
Chief Executive Officer

-Or-

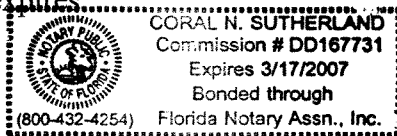
*Ronald J. Berding*  
Witness  
*[Signature]*  
Witness

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

The foregoing instrument was acknowledged before me this 12 day of May, 2006,  
by Ronald J. Berding of Vista Healthplans, Inc. and Vista Insurance Plan, Inc. He/She took an  
oath and is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

My Commission expires:

(SEAL)



*Coral N. Sutherland*  
Signature – Notary Public

My Commission expires: March 17, 2007

CORAL N. SUTHERLAND  
Printed Name of Notary

**FIFTH AMENDMENT TO  
AGREEMENT**

**THIS FIFTH AMENDMENT TO AGREEMENT** entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue,  
Fort Lauderdale, Florida 33301

**AND**

**HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC.  
AND HUMANA MEDICAL PLAN, INC.**  
(hereinafter referred to as "Humana")  
having its principal place of business at  
3401 Southwest 160<sup>th</sup> Avenue 2<sup>nd</sup> Floor  
Miramar, Florida 33027

**WHEREAS**, SBBC and Humana entered into an Agreement dated August 19, 2003 (hereinafter "Agreement") for certain group medical insurance services; and

**WHEREAS**, SBBC and Humana entered into a First Amendment to Agreement dated August 17, 2004 (hereinafter "First Amendment"); and

**WHEREAS**, SBBC and Humana entered into a Second Amendment to Agreement dated December 7, 2004 (hereinafter "Second Amendment"); and

**WHEREAS**, SBBC and Humana entered into a Third Amendment to Agreement dated July 26, 2005 (hereinafter "Third Amendment"); and

**WHEREAS**, SBBC and Humana entered into a Fourth Amendment to Agreement dated October 11, 2005 (hereinafter "Fourth Amendment"); and

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLES**

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.
2. **Term of Agreement.** The term of this Agreement shall be extended for a period of one (1) year and the extended term shall commence on January 1, 2007, and continue through and including December 31, 2007.



3. **Premiums.** The premium rates for the period commencing January 1, 2007, and continuing through and including December 31, 2007 shall be:

	HMO High Option	HMO Low Option	PPO Option	Consumer Driven
Employee Only	\$399.47	\$367.93	\$739.77	\$377.44
One Dependent	\$442.08	\$407.17	\$823.79	\$417.73
Two or More Dep.	\$772.22	\$711.24	\$1,331.54	\$729.64
Dual Spouse	\$442.08	\$407.17	\$823.79	\$417.73

4. **HMO Plan Design Revisions.** Section 2.03 of the Agreement shall be amended as follows: Humana agrees to provide the following revisions:

**High Option HMO Plan**

1. Retail order prescription drugs:  
\$10 Generic/\$15 Brand Formulary/\$35 Non-Formulary
2. Mail order prescription drugs:  
\$10 Generic/\$15 Brand Formulary/\$35 Non-Formulary
3. Emergency Room in-area co-payment: \$100
4. Emergency Room out-of-area co-payment: \$125

**Low Option HMO Plan**

1. Retail order prescription drugs:  
\$15 Level 1/\$30 Level 2/\$55 Level 3/\$100 Level 4
2. Mail order prescription drugs:  
\$30 Level 1/\$60 Level 2/\$110 Level 3/\$200 Level 4
3. Primary care physician (PCP) Office visit co-payment: \$20
4. Specialist Office visit co-payment: \$30
5. Emergency Room in-area co-payment: \$150
6. Emergency Room out-of-area co-payment: \$175

5. **PPO Plan Design Revisions.** Section 2.06 of the Agreement shall be amended as follows: Humana agrees to provide the following revisions:

**PPO Plan**

1. Retail order prescription drugs:  
\$15 Generic/\$25 Brand Formulary/\$45 Non-Formulary
2. Mail order prescription drugs:  
\$30 Generic/\$50 Brand Formulary/\$90 Non-Formulary
3. Emergency Room in-network: 85% (after \$125 co-payment)

Consumer Driven

1. Retail order prescription drugs:  
\$15 Level 1/\$30 Level 2/\$55 Level 3/25% of total required payment for high technology drugs Level 4
  2. Mail order prescription drugs:  
\$15 Level 1/\$30 Level 2/\$55 Level 3/25% of total required payment for high technology drugs Level 4
  3. Emergency Room in-network: 100% (after \$175 co-payment)
  4. Emergency Room out-of-network: 70% (after \$175 co-payment)
6. **Wellness Support.** Humana agrees to provide additional Wellness administration support at a cost of \$30,000 per year effective July 1, 2006. Said support shall include, but not limited to, staff including benefits, office equipment, supplies, travel, and professional fees.
7. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:
- First: Fifth Amendment to Agreement
  - Second: Fourth Amendment to Agreement
  - Third: Third Amendment to Agreement
  - Fourth: Second Amendment to Agreement
  - Fifth: First Amendment to Agreement
  - Sixth: The Agreement
  - Seventh: Addendum Number Two [dated March 11, 2003] to the RFP;
  - Eighth: Addendum Number One [dated March 7, 2003] to the RFP;
  - Ninth: RFP 24-009V "Group Medical Benefits for School Board Employees"; and
  - Tenth: The Proposal submitted in response to the RFP by Humana.

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

8. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Addendum.
9. **Authority.** Each person signing this Amendment to Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.

**FOR SBBC**

(Corporate Seal)

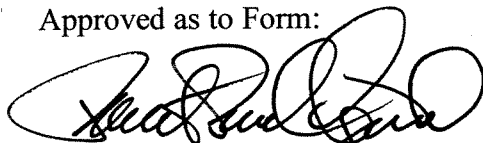
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:


  
\_\_\_\_\_  
School Board Attorney

FOR HUMANA

HUMANA HEALTH INSURANCE  
COMPANY OF FLORIDA, INC. AND  
HUMANA MEDICAL PLAN, INC.

(Corporate Seal)

Attest: \_\_\_\_\_  
Secretary

By:   
Colin D'Arcy, President  
South Florida Commercial Operations

-Or-

  
Witness

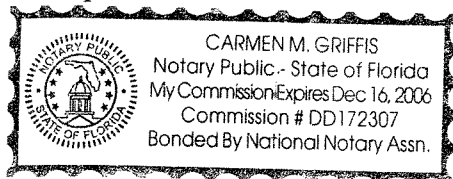
  
Witness

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

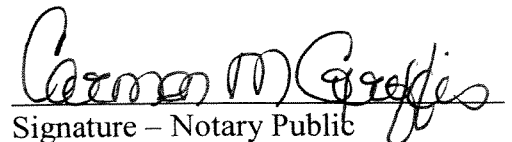
The foregoing instrument was acknowledged before me this 12 day of May, 2006,  
by \_\_\_\_\_ of Humana Health Insurance Company of Florida, Inc. and Humana  
Medical Plan, Inc. He/She took an oath and is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

My Commission expires:

(SEAL)



My Commission expires:

  
Signature – Notary Public

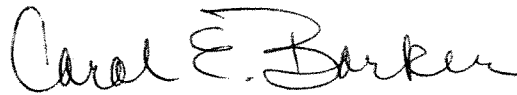
Carmen M Griffis  
Printed Name of Notary

RFP 24-009V  
ADDITIONAL RECOMMENDATION 4 OF 4  
BOARD MEETING: OCTOBER 11, 2005

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION  
RFP 24-009V  
GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

It is recommended that the attached Third Amendment to Agreement with Vista Healthplan, Inc. and the Fourth Amendment to Agreement with Humana, Inc. be approved. The purpose for the Third Amendment to Agreement with Vista Healthplan, Inc. and the Fourth Amendment to Agreement with Humana, Inc. is to add enhancements offered by both carriers to their original Agreements at no additional cost to the School Board of Broward County. These amendments were approved by the Superintendent's Insurance Advisory Committee at its September 8, 2005 meeting. This recommendation is not a request for an additional expenditure.



Carol E. Barker, CPPB  
Purchasing Agent

Attachments:

Executive Summary Vista Healthplan, Inc.  
Third Amendment to Agreement with Vista Healthplan, Inc.  
Executive Summary Humana, Inc.  
Fourth Amendment to Agreement with Humana, Inc.  
Additional Recommendation 3 of 3  
Additional Recommendation 2 of 2  
Additional Recommendation 1 of 1  
Original Recommendation

RFP 24-009V  
ADDITIONAL RECOMMENDATION 3 OF 3  
BOARD MEETING: JULY 26, 2005

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION  
RFP 24-009V  
GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

It is recommended that the attached Second Amendment to Agreement with Vista Healthplan, Inc. and the Third Amendment to Agreement with Humana, Inc. be approved. The purpose for the Second Amendment to Agreement with Vista Healthplan, Inc. and the Third Amendment to Agreement with Humana, Inc. is to provide rate guarantees from January 1, 2006 through December 31, 2006. The upcoming premium increase for Vista Healthplan, Inc. is 11.5% for the High Option HMO Plan, 14.1% for the Low Option HMO Plan and 12.8% increase for both the High and Low Option PPO Plans. The premium increase for Humana, Inc. is 12.6%. These rate guarantees were approved by the Superintendent's Insurance Advisory Committee at its May 6, 2005 meeting. This recommendation is not a request for an additional expenditure and will allow for the payment of premiums through December 31, 2006.



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Carol E. Barker, CPPB  
Purchasing Agent

Attachments:

Executive Summary

Second Amendment to Agreement with Vista Healthplan, Inc.

Third Amendment to Agreement with Humana, Inc.

Additional Recommendation 2 of 2

Additional Recommendation 1 of 1

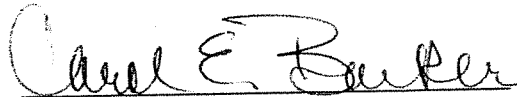
Original Recommendation

RFP 24-009V  
ADDITIONAL RECOMMENDATION 2 OF 2  
BOARD MEETING: DECEMBER 7, 2004

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION  
RFP 24-009V  
GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

It is recommended that the attached Second Amendment to Agreement with Humana, Inc. be approved. The purpose for the Second Amendment to Agreement is to provide an enhancement to the mail-order prescription benefit for the Low Option HMO and the Consumer Driven Plans by reducing the mail order prescription ninety (90) day supply cost from three times retail co-payment to two times retail co-payment. This enhancement was approved by the Superintendent's Insurance Advisory Committee at its October 20, 2004 meeting.



Carol E. Barker, CPPB  
Purchasing Agent

Attachments:

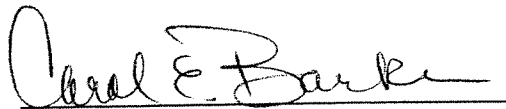
Executive Summary  
Second Amendment to Agreement  
Additional Recommendation 1 of 1  
First Amendment to Agreement  
Original Recommendation

RFP 24-009V  
ADDITIONAL RECOMMENDATION 1 OF 1  
BOARD MEETING: AUGUST 17, 2004

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION  
RFP 24-009V  
GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

It is recommended that the attached First Amendment to Agreement with Humana, Inc. and Vista Healthplan, Inc. be approved. The purpose for the First Amendment to Agreement is to provide rate guarantees from January 1, 2005 through December 31, 2005. The upcoming increase for Humana, Inc. is 9.26% and the increase for Vista Healthplan, Inc. is 17.6%. These rate guarantees were approved by the Superintendent's Insurance Advisory Committee. This recommendation is not a request for an additional expenditure and will allow for the payment of premiums through December 31, 2005.



Carol E. Barker, CPPB  
Purchasing Agent

Attachments:  
Executive Summary  
First Amendment to Agreement  
Original Recommendation



The School Board of Broward County, Florida  
Purchasing Department

No.: 24-009V Board Meeting AUGUST 19, 2003  
Description: GROUP MEDICAL BENEFITS FOR SCHOOL  
BOARD EMPLOYEES RFPs Sent: 51 Proposals Rec'd: 7 No Response: 0  
TERM CONTRACT  
Proposal Opening: APRIL 02, 2003  
Advertised Date: FEBRUARY 25, 2003  
Award Amount: \$640,000,000 (PER CONTRACT PERIOD)  
id: BENEFITS DEPARTMENT  
(School/Department)  
FRINGE BENEFITS CLEARING ACCOUNT

**NOTICE OF PROPOSAL RECOMMENDATION/TABULATION:**  
Purchasing Department on JULY 2, 2003 @ 3:00 P.M.

Any person wishing to protest the Proposal Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 300, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and circumstances upon which the protest is based."

**AWARD RECOMMENDATION**

BASED UPON THE RECOMMENDATION OF THE SUPERINTENDENT'S INSURANCE ADVISORY COMMITTEE (SIAC), IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BE RECOMMENDED FOR AWARD OF CONTRACTS FOR GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES:

- HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC. (PPO & INDEMNITY) AND HUMANA MEDICAL PLAN, INC. (HMO)
- VISTA HEALTHPLAN

THE FOLLOWING PROPOSERS HAVE SUBMITTED M/WBE PARTICIPATION BY THE FIRMS LISTED:

- HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC. (PPO & INDEMNITY) AND HUMANA MEDICAL PLAN, INC. (HMO)  
BENEFITS OUTSOURCE, INC.  
MEDICAL SCREENINGS UNLIMITED
- VISTA HEALTHPLAN  
CHIC IDEAS  
CONTINENTAL PHARMACY  
SPECIALIZED NURSING SERVICES  
CAN WE TALK, INC.  
MEDCOST CONTROL, INC.  
MEDICAL SCREENINGS, UNLIMITED  
EMILY K. EVANS CLEANING  
BASS REPORTING SERVICE, INC.  
SOLO PRINTING  
EXECUTIVE PRINTING  
BUCKNER & BUCKNER SOLUTIONS, INC.

AWARD PERIOD: JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

ADDITIONALLY, IT IS RECOMMENDED THAT THE PROPOSALS RECEIVED FROM THE PROPOSERS LISTED ON THE ATTACHED SUMMARY OF REJECTED PROPOSALS NOT BE CONSIDERED FOR THE REASONS STATED.

By: Carol E. Barker Date: 07/02/03  
(Buyer/Purchasing Agent)



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

**DONNIE CARTER**  
*Director of Purchasing*

## SCHOOL BOARD

*Chair* LOIS WEXLER  
*Vice Chair* CAROLE L. ANDREWS  
JUDIE S. BUDNICK  
DARLA L. CARTER  
BEVERLY A. GALLAGHER  
STEPHANIE ARMA KRAFT, ESQ.  
DR. ROBERT D. PARKS  
MARTY RUBINSTEIN  
BENJAMIN J. WILLIAMS

DR. FRANK TILL  
*Superintendent of Schools*

March 11, 2003

### ADDENDUM NO. 2

RFP No. 24-009V

### Group Medical Benefits for School Board Employees

CALLED FOR 2:00 P.M., APRIL 2, 2003

#### TO ALL PROPOSERS:

This amends the above referenced RFP in the following particulars only:

1. Page 10 of 23 Pages - **Revised** - was inadvertently left out of Addendum 1, which reflects changed calendar dates.
2. This Addendum is for information purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 24-009V, proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB  
Purchasing Agent IV

#### **4.0 PROPOSERS' CONFERENCE**

A Proposers' Conference will be held on February 26, 2003 in the Technology and Support Services Center, Purchasing Department, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704 beginning at 10:00 a.m. Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to SBBC. **The purpose of the Proposers' Conference is not to answer questions.** All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Special Condition 8.3. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by proposers.

In addition, a representative from SBBC Minority Women Business Enterprise (M/WBE) Department will be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

#### **5.0 INTERPRETATIONS**

Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Department, in writing, on or before February 28, 2003. Submit all questions to the attention of the individual stated in Special Condition 8.3 of this RFP. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than, by information in this RFP document or by Addenda shall not be binding on SBBC.

#### **6.0 CALENDAR**

February 10, 2003	Release of RFP 24-009V
February 26, 2003	Proposers' Conference
February 28, 2003	Written questions due in the Purchasing Department
<b>April 2, 2003</b>	Proposals due on or before 2:00 p.m. in Purchasing Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
<b>May 22, 2003</b>	Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at Kathleen C. Wright Administration Center, Board Room 600 SE 3 <sup>rd</sup> Avenue, Ft. Lauderdale, FL 33301. *
<b>June 5, 2003</b>	Posting of Recommendation

\* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

**DONNIE CARTER**  
Director of Purchasing

## SCHOOL BOARD

March 7, 2003

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Vice Chair

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DR. ROBERT D. PARKS  
MARTY RUBINSTEIN  
BENJAMIN J. WILLIAMS

### ADDENDUM NO. 1

RFP No. 24-009V

#### Group Medical Benefits for School Board Employees

CALLED FOR 2:00 P.M., MARCH 19, 2003

DR. FRANK TILL  
Superintendent of Schools

#### TO ALL PROPOSERS:

This amends the above referenced RFP in the following particulars only:

1. **CALENDAR HAS BEEN REVISED**      Opening date to April 2, 2003  
Evaluation date to May 22, 2003  
Posting date to June 5, 2003
2.      Delete - Cover Page      Insert - Cover Page - Revised -  
Delete - Page i of i Page      Insert - Page i of i Page - Revised -  
Delete - Page 1 of 23 Pages      Insert - Page 1 of 23 Pages - Revised -  
Delete - Page 10 of 23 Pages      Insert - Page 10 of 23 Pages - Revised -  
Delete - Page 12 of 23 Pages      Insert - Page 12 of 23 Pages - Revised -  
Delete - Page 18 of 23 Pages      Insert - Page 18 of 23 Pages - Revised -  
Add - Attachment C      Insert - Two new pages to this Attachment.  
Delete - Attachment D      Insert - Attachment D - Revised -  
Delete - Attachment J      Insert - Attachment J - Revised -  
Insert - New Attachment M - Summary of Benefits  
Insert - New Attachment N - Retiree Census  
Insert - New Attachment O - Vista Large Claim Information
3.      Answers to questions received (six pages).
4.      This Addendum is for information purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 24-009V, proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB  
Purchasing Agent IV

➤ **QUESTION #1:**

More time is needed to evaluate and respond to this RFP. Please extend deadline to April 2, 2003.

**ANSWER TO QUESTION #1:**

Refer to Page 10 of 23 Pages - **Revised** - for updated calendar in this Addendum.

➤ **QUESTION #2:**

Can Current Benefit Summaries be provided?

**ANSWER TO QUESTION #2:**

Refer to Attachment M of this Addendum for Summary Benefits and refer to Attachment A for the complete details on each of the benefits.

➤ **QUESTION #3:**

Can a census for retirees be provided?

**ANSWER TO QUESTION #3:**

Refer to Attachment N of this Addendum.

➤ **QUESTION #4:**

Can claim experience be provided that show active/retirees broken out?

**ANSWER TO QUESTION #4:**

The experience provided in Attachment C of the RFP includes both actives and retirees. RFP 24-009V contemplates rates for actives and retirees to be blended in accordance with Florida Statutes 112.08.

➤ **QUESTION #5:**

Can Enrollment Results be provided for 2002-2003 open enrollment?

**ANSWER TO QUESTION #5:**

The census data included in Attachment B of the RFP reflects the enrollment results of 2002-2003 open enrollment.

➤ **QUESTION #6:**

Can a 30-day extension be provided for the bid due date?

**ANSWER TO QUESTION #6:**

Refer to Question 1 of this Addendum.

➤ **QUESTION #7:**

Question 12, Accreditation requirement NCQA/JCAHO – Vista requests that SBBC also recognize other accreditation agencies that are approved by the Florida Department of Insurance (i.e., AAAHC, URAC).

**ANSWER TO QUESTION #7:**

SBBC may consider other accreditation agencies that are approved by the Florida Department of Insurance.

➤ **QUESTION #8:**

The HIP and Humana rates in 1999, 2000, 2001 show rates by employee, one dependent, two or more dependents, and dual spouse. Are the dependent rates added to the employee to get the total family cost?

**ANSWER TO QUESTION #8:**

Employee rates and dependent rates should be added together for total rate. The only exception is HIP's Exhibit A of Addendum dated December 8, 2000; those rates reflect the sum of the totals.

➤ **QUESTION #9:**

The VISTA and Humana rates for 2002 and 2003 show employee only, employee +1, employee +2 or more. Are these rates added to the employee to get the total family cost?

**ANSWER TO QUESTION #9:**

Refer to Question 8 of this Addendum.

➤ **QUESTION #10:**

Does the census include direct billed retirees? If not, we need to get the census and the number of people covered.

**ANSWER TO QUESTION #10:**

The census delineated in Attachment B does not include Retirees. Refer to Attachment N of this Addendum for the Retiree census.

➤ **QUESTION #11:**

Is the VISTA experience for November 2002 through December 2002 available? Is January 2003 experience for either carrier available?

**ANSWER TO QUESTION #11:**

Vista's experience is for claims incurred through 10/31/2002 and paid through 12/31/2002. November and December incurred claims are not mature and have not been included. January experience is not available at this time for either carrier.

➤ **QUESTION #12:**

Is large claim information for VISTA for 2002 available?

**ANSWER TO QUESTION #12:**

Refer to Attachment O of this Addendum.

➤ **QUESTION #13:**

May we have the enrollment for the Vista Kids plans broken down by plan, rate tier and under and over age 5?

**ANSWER TO QUESTION #13:**

<b>HMO</b>	<b>PPO</b>
Kid's Under 5 (0-4)	Kid's Under 5 (0-4)
1 Child 310	1 Child 16
2 Children 16	2 Children 2
3 (or more) Children 0	3 (or more) Children 0
Kid's Over 5 (5-21)	Kid's Over 5 (5-21)
1 Child 1515	1 Child 212
2 Children 602	2 Children 59
3 (or more) Children 97	3 (or more) Children 5

➤ **QUESTION #14:**

Retiree enrollment was not included in the census. We need to receive a census of all enrolled retirees, including which carrier and which plan they are enrolled in. When will this information be provided?

**ANSWER TO QUESTION #14:**

Refer to Question 3 of this Addendum.

➤ **QUESTION #15:**

Do MBE/WBE vendors that we may partner with need to be situated/located in the state of Florida in order for us to receive points?

**ANSWER TO QUESTION #15:**

Yes, if in compliance with Section 3.12 of the RFP.

➤ **QUESTION #16:**

During the vendor discussions held last year, several vendors indicated a concern relative to Performance Guarantees. We have not felt that carriers were unwilling to provide meaningful performance guarantees, however, the items currently being tracked are inconsistent with many carriers' metrics. How much flexibility will there be in negotiating meaningful performance guarantees that will still provide full service commitment...but meet a carriers' reporting format?

**ANSWER TO QUESTION #16:**

Refer to Section 7.0 of the RFP for the negotiation process. Refer to Attachment J – Revised in this Addendum.

➤ **QUESTION #17:**

The RFP stated that the on-site rep must work 10 hours a day/5 days a week. As this totals 50 hours, does this allude to specific work hours for one rep – or do the reps simply need to cover a total of 10 hours a day?

**ANSWER TO QUESTION #17:**

Reps simply need to cover a total of 10 hours a day.

➤ **QUESTION #18:**

When will the large claimant information through January 2003, including dollar amount and diagnosis for each individual large claimant, be provided?

**ANSWER TO QUESTION #18:**

Refer to Attachment O of this Addendum for the Vista large Claim data. January information is not available at this time.



➤ **QUESTION #19:**

We were told in proposers' conference that the performance guarantee requirements in the RFP were incorrect. When will the updated performance guarantee requirements be provided?

**ANSWER TO QUESTION #19:**

Refer to Question 16 of this Addendum.

➤ **QUESTION #20:**

When will updated claims experience, with paid claims through January, 2003, be provided?

**ANSWER TO QUESTION #20:**

This information is not available at this time.

➤ **QUESTION #21:**

Do the current carrier dependent rates include the employee portion of the rate, or do we need to add the employee rate to the dependent rates?

**ANSWER TO QUESTION #21:**

Refer to Question 8 of this Addendum.

➤ **QUESTION #22:**

Will the open enrollment be done electronically (tape to tape eligibility feed or any other format) or manually (paper enrollment forms)?

**ANSWER TO QUESTION #22:**

SBBC anticipates open enrollment for 2004 being accomplished electronically; however, SBBC reserves the right to utilize a paper system in the event of programming / system issues.

➤ **QUESTION #23:**

Please define the census category of "Excess Cost/Pay Direct" and KID (0-4), etc.

**ANSWER TO QUESTION #23:**

Excess Cost/Pay Direct = Employee Only (Employees on LOA, FMLA, Workers Comp, etc.)

For the Kids plans, the employee will be listed separately under an adult plan and may have a dependent or family coverage along with the kids plan.

Kid (0-4)	This is one child on the kids plan age 0 to 4
Kid + 1 (0-4)	This is two children on the kids plan age 0 to 4
Kid + 1 (0-4)	This is three or more children on the kids plan age 0 to 4
Kid (5-21)	This is one child on the kids plan age 5 to 21
Kid + 1 (5-21)	This is two children on the kids plan age 5 to 21
Kid + 1 (5-21)	This is three or more children on the kids plan age 5 to 21

➤ **QUESTION #24:**

Would the School Board consider granting an extension to the RFP due date of March 19, 2003? As of today, there is critical information missing needed to underwrite this case.

**ANSWER TO QUESTION #24:**

Refer to Question 1 of this Addendum.

➤ **QUESTION #25:**

I noticed that you are asking to REDUCE co-pays for the services in Attachment F. I need to verify that this is correct or was it a typo?

**ANSWER TO QUESTION #25:**

Yes, this is correct. However, Attachment F are sample plan designs only. Refer to Section 2.0 of the RFP.

➤ **QUESTION #26:**

Will SBBC be requesting proposals for fully insured or self funded quotes?

**ANSWER TO QUESTION #26:**

Refer to Section 2.0 of the RFP.

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL. 954-765-6120

**DONNIE CARTER**  
*Director of Purchasing*

## SCHOOL BOARD

*Chair* LOIS WEXLER  
*Vice Chair* CAROLE L. ANDREWS  
JUDIE S. BUDNICK  
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STEPHANIE ARMA KRAFT, ESQ.  
DR. ROBERT D. PARKS  
MARTY RUBINSTEIN  
BENJAMIN J. WILLIAMS

DR. FRANK TILL  
*Superintendent of Schools*

DATE: February 10, 2003  
TO: Prospective Proposers  
FROM: Carol Barker, Purchasing Agent  
954-765-6127  
SUBJECT: **Instructions to Proposers**  
**Request for Proposals (RFP) 24-009V, Group Medical Benefits for School Board Employees**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for **Group Medical Benefits for School Board Employees**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above or via facsimile at 954-767-8417. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your proposal is in full compliance with all requirements of the RFP, read carefully all portions of RFP document paying particular attention to the following areas:

### PROPOSERS' CONFERENCE

A Proposers' Conference will be held on February 26, 2003, beginning at 10:00 a.m., in the Technology and Support Services Center, Purchasing Department, 7720 W. Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

### REQUIRED RESPONSE FORM

Section 1, Required Response Form must be completed in full and executed by a representative.

### PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their proposals in accordance with Section 3.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 3.0.

### DUE DATE

Proposals are due in the Purchasing Department on the date and time stated on March 19, 2003. In order to have your proposal considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any proposal not received on or before the date and time due.

### STATEMENT OF "NO RESPONSE"

If you are **not** submitting a proposal in response to this RFP, please complete Attachment K, Statement of "No Response" and return via facsimile to 954-767-8417. Your responses to the Statement of "No Response" are very important to the Purchasing Department when creating future RFPs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

# **REQUEST FOR PROPOSALS (RFP)**

**RFP 24-009V**

## **GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES**



RFP Release Date: February 10, 2003

Proposers' Conference \*: February 26, 2003

Written Questions Due: On or Before February 28, 2003  
in Purchasing Department

Proposals Due: On or Before 2:00 p.m. March 19, 2003  
in Purchasing Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Purchasing Department**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

\* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.

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Attachment A – Current SBBC Agreements and Certificates of Coverage

Attachment B – Census Data

Attachment C – Experience Data and Shock Claim Data

Attachment D – Financial Response Forms

Attachment E – Questionnaire

E1 – Questionnaire

E2 – CPT Codes

Attachment F – Plan Designs

Attachment G – M/WBE

G1 - M/WBE Utilization Report

G2 - Employment Diversity Statistics

G3 - M/WBE Participation

G4 - SBBC Diversity Policy 1.5 and Minority Business Enterprise Policy 7007

Attachment H – SBBC Enrollment Form

Attachment I – Domestic Partner Benefits

Attachment J – Performance Standards / Guarantees

Attachment K – Statement of “No” Response

Attachment L - Sample Agreements

**REQUEST FOR PROPOSALS (RFP) 24-009V**  
**1.0 REQUIRED RESPONSE FORM**

RELEASE DATE: February 10, 2003

TITLE: Group Medical Benefits for School Board Employees

This Proposal must be submitted to the **Purchasing Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. March 19, 2003** and plainly marked **RFP 24-009V. Group Medical Benefits for School Board Employees**. Proposals received after 2:00 p.m. on date due will not be considered.

One complete, original proposal (clearly marked as such), one electronic version in Word 6.0 or higher and 30 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 24-009V), must be fully executed and returned on or before 2:00 p.m. on date due to the Purchasing Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

**PROPOSER INFORMATION**

PROPOSER'S NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY AND STATE: \_\_\_\_\_  
PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_  
PROPOSER TOLL FREE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
CONTACT PERSON'S ADDRESS: \_\_\_\_\_  
CONTACT TELEPHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_  
CONTACT TOLL FREE: \_\_\_\_\_  
INTERNET E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_  
PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 23 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

**NOTE:** Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 3.4).

## 2.0 INTRODUCTION AND GENERAL INFORMATION

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for Group Medical Benefits as described herein.

SBBC is the fifth largest school district in the United States and has approximately 27,000 active, full-time employees. All full-time employees are eligible to participate including active employees, dependents, retirees, retirees dependents, domestic partners and significant others.

The RFP addresses HMO's, EPO's, PPO's, and catastrophic or high deductible plans. Additionally, SBBC is interested in other models, which may offer better benefits, cost or control.

SBBC is soliciting proposals for fully insured and self-insured group medical benefits including, but not limited to, HMOs, EPOs, PPOs, POS, Consumer Driven and Catastrophic. The RFP addresses types of medical programs (HMO, EPO and PPO). The proposer may quote any or all delivery models for all employees and retiree groups. If you cannot provide all of the plan types or the funding models requested, you may propose one or more of the options. SBBC may, at its discretion, award additional points to proposers who offer all of the plans and funding methods requested. SBBC is seriously considering alternative funding options. In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the plans proposed. **Proposers who do not provide the requested information will be negatively impacted during the scoring process.**

SBBC reserves the right to contract for one or more models independently or contract for multiple models from the same proposer(s). SBBC will contract with carriers and companies that provide these services. SBBC will not contract with independent agents or brokers to provide these services and would request that the fees/premiums be net of commission but must be in compliance with Section 624.428, Florida Statute.

SBBC reserves the right to negotiate benefit levels and plan deviations at each renewal, including, but not limited to:

- Single/Family Deductibles
- Office Visit, Hospital and/or Prescription Drug Copayments
- Emergency Room Copayment
- Annual Out-of-Pocket Limits
- Formulary Composition
- Eligibility Requirements

Currently, during the first two years of employment, an employee must choose to enroll in a HMO product. At the third year of election, an employee may then choose among the entire array of programs. Choice of programs, the HMO contributions and incentives will be developed based on the plans selected. Incentives and contributions strategy will be determined based on the plan(s) selected. Currently the Board pays 100% of the HMO and 95% of the PPO premium for the employee. Employees pay 100% of the dependent premium. Changes are subject to labor negotiations.

Proposers may bid on any of the plans suggested. Deviations from suggested plans must be identified. Any alternative plan design should represent the proposer's best effort to increase the value of the current plan without a substantial increase in the premium of that plan.

SBBC permits employees to opt out of the medical plans with proof of coverage from another source, and provides \$750 to be spent in the Cafeteria plan. Currently, there are approximately 800 employees that opt out of SBBC coverage.

SBBC allows coverage of significant others and/or domestic partners and their dependents.

### 3.0 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 requested herein in your proposal.

- 3.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 3.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 3.4 **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.
- 3.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must 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 must 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 School Board: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits  
The School Board County, Florida  
1320 SW 4<sup>th</sup> Street, Building 2  
Fort Lauderdale, Florida 33312

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)



### **3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

- 3.6 **Minimum Eligibility:** In order to be considered for award, proposer must meet or exceed the following criteria. The proposer is responsible for providing the following information in their responses. The proposer should also include a statement of acknowledgement for each item below.
- 3.6.1 Insurance carriers must be licensed in the State of Florida and provide a copy of your license and/or certificate.
- 3.6.2 Any proposer including insurance companies, HMOs, limited health service providers, Third Party Administrators, Independent Networks and Pharmacy Benefit Managers and other non-insurance companies must provide three years of audited financial statements including findings and recommendations.
- 3.7 **Addenda:** Proposer has determined that their firm has received all Addenda released prior to their firm's proposal submittal.
- 3.8 **Questionnaire:** Proposers shall complete the questionnaire in Attachment E and the CPT Codes for all of the networks that you are proposing for both fully insured and self insured. The questionnaire and CPT Codes are being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your proposal being determined as non-responsive.
- 3.9 **Experience and Qualifications of the Proposer:**
- 3.9.1 State under what other or former name(s) the proposer is currently operating under or has operated under.
- 3.9.2 State whether proposer's firm(s) is local (Miami-Dade, Broward or Palm Beach Counties), regional or national.
- 3.9.3 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.
- 3.9.4 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- 3.10 **Scope of Services Provided:** Clearly describe how the proposer can accomplish each of the following Scope of Services provided below. Minimum shall include the following. Indicate your response in table below:

### 3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

#### 3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Provide customer service lines with a 754/954 Area Code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools themselves, employees do not have access to dial a 1-800 number; the number must be a 754/954 number.			
Participate and share in the cost of independent employee satisfaction survey. The cost of the survey will be pro-rated between awardee(s) and will be based on enrollment. The timing of the surveys will be determined by SBBC, but will not be more than once per year.			
Accept SBBC's self-billing statement. The process is as follows: Each month, a deduction register is generated reflecting all employees enrolled in the medical plan and the amount of their deduction. On the summary page of the register/disk/tape, total employee contributions are reflected as well as the number of employees in each level of coverage (i.e., employee only, employee + 1 or family). The School Board will submit properly completed applications and other forms regarding enrollment changes in a timely manner. Refunds will be made provided written termination is received from SBBC no later than ninety (90) days after the Effective Date of the change.			
Provide direct billing and premium remittal services for retirees and retiree dependents.			
Use SBBC Enrollment Form (See Attachment H). The printing cost of the enrollment forms will be pro-rated between the awardee(s) based on enrollment.			
If selected as an awardee, you will need to participate in open enrollment and share in the cost of the materials for open enrollment. The cost of the materials will be pro-rated between the awardee(s) based on enrollment.			

### 3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

#### 3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
SBBC presently provides an in-network benefit level for employees/dependents and retirees/dependents who obtain care outside the network due to the unavailability of their participating network. This applies to services rendered inside or outside the United States. POS and PPO providers are expected to negotiate service prices for services received out-of-network and/or out-of-area.			
Your rate quotation shall include a minimum rate guarantee period of 12 months.			
Your proposal should assume an Effective Date of Jan. 01, 2004			
Your proposal should assume that you will provide a toll-free customer service/claim office telephone number. Hours of operation should be 8:00 a.m. to 8:00 p.m. EST. Your organization shall be able to provide adequate on-site service at SBBC to support the members enrolled in your plan.			
Computer terminals are to be installed at SBBC's Benefits Department for medical claims data inquiry and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC.			
If selected as a proposer, you will be required to provide a provider directory file, in a format outlined by SBBC.			
The Benefits Department shall review and approve all communication materials prior to mailing directly to the employee's home, by the proposer. Postage costs are to be paid by the awardee(s).			
I.D. cards, member handbooks and certificate of coverage are to be mailed, in a timely manner, directly to the employee's home, with postage costs to be paid by the awardee(s). The format and any additions or changes to I.D. cards shall be approved by the Benefits staff.			

### 3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

#### 3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Awardee(s) are required to maintain compliance with Federal guidelines for ADEA, Medicare, HIPAA, and COBRA, as well as all Florida-mandated benefits.			
Variations in actual enrollment shall have no affect on your rate quotation. Your proposal shall be valid regardless of the final enrollment mix, number of proposers, and number of plan designs or outcome.			
The Contract situs will be the State of Florida.			
A no-loss/no-gain provision shall apply to all current plan participants.			
Actively-at-work provisions shall be waived for all participants.			
There shall be no exclusion provisions for pre-existing conditions, except for late entrants.			
All full-time, active employees, employee dependents, retirees and retiree dependents are eligible to join the group medical plan. Per Florida Statute 112.0801, SBBC makes medical benefits available to retirees and their dependents. SBBC offers various retirement incentive programs providing multiple benefit levels as it relates to medical coverage. These include reimbursements by SBBC for medical coverage and partial contribution levels for retirees and retiree dependent coverage. The awardee(s) will be required to bill retirees and/or retiree dependents in conjunction with these various retirement incentive plans, with premium remittance coming directly from the retiree or retiree dependent to the awardee(s).			
The proposer shall agree that if a grievance or appeal is denied by said proposer, the employee will be permitted to meet with the selected proposer(s) in person, which will include the attendance of SBBC personnel.			

### 3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

#### 3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
The proposer shall agree to provide approval for a 60-day supply of prescription medication to those members leaving the service area for an extended time period, which shall be defined as a period exceeding 30 days. This approval shall be given in a manner sufficient to ensure the employee's ability to obtain said 60-day supply of medication before he or she leaves the service area.			
The proposer shall agree to supply SBBC with standardize reports upon request. These reports will include, but will not be limited to member-specific information, member enrollment information and/or utilization reports.			
Provide full COBRA and HIPAA administration services.			
Awardee(s) will assist and maintain a benefits portion of the Benefits video for all new hires and employees at no cost to SBBC. The video is produced by SBBC and the awardee(s) is responsible for providing information, presentations and speakers to be included in the video.			
Awardee(s) will assist/support and maintain a benefits portion of the Benefits website at no cost to SBBC. On SBBC website the awardee(s) will be responsible for providing SBBC with a link to the awardee(s) website that is customized to SBBC employees providing, but not limited to plan designs and provider directories.			
SBBC will be given access to review claim payments for timely payment and correctness.			

3.10.2 Disclose if any commissions and/or service fees are included in proposer's rate quotation, proposer shall specify the amount of the commissions and/or service fees, to whom they may be paid and proposer's reason(s) for including them.

3.10.3. Describe any additional products/services (i.e., vision, dental, life insurance) that proposer is able to provide with relation to the scope of this RFP.

3.11 **Cost of Services:** Proposer shall complete Attachment D, Financial Response Form, for each program offered.

### 3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

3.12	<b><u>M/WBE Information:</u></b>
3.12.1	<p>Is your firm a certified Minority/Women Business Enterprise (M/WBE) by SBBC?</p> <p>If yes, provide certification number: _____</p> <p>If no, identify the M/WBE firm or firms who will be working with you on this engagement and respond to the items below. At a minimum, include the following for each M/WBE firm submitted for participation on this proposal.</p> <p>Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which the M/WBE firm in connection with this proposal will receive (see Attachment G3).</p>
3.12.2	<p><b><u>Diversity</u></b></p> <p>SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see Attachment G4, SBBC Diversity Policy. As part of your proposal, describe the following:</p> <p>The diversity of your personnel in the regional office that will be responsible for servicing this contract. Provide a breakdown of employees by racial/ethnicity, gender and job classification (see Attachment G2). <b>Note: Personnel should be employees of the proposing company.</b></p> <p>Describe how diversity is incorporated into your company's operations and service providers. Include in your submittal, a description of your service provider's diversity as it relates to ethnicity/race, national origin, gender and language (i.e., Spanish, Creole, Portuguese, etc.). Attached are the M/WBE policy and the Diversity policy.</p>
3.12.3	<p><b><u>Community Outreach</u></b></p> <p>Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority and women owned companies, scholarships funds targeting minority and underprivileged students, financial contributions and/or providing other corporate resources for minority community projects.</p>
	<p>The awardee will be required to submit a monthly M/WBE utilization report (see Attachment G1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement.</p>
	<p>Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE vendor. State your willingness to comply with this requirement.</p>
	<p><b>Note:</b> Please provide SBBC certification number for all M/WBE firm(s) identified who will be working with you on this engagement. If the M/WBE firm(s) are not an SBBC certified M/WBE, provide a copy of the M/WBE firm(s) certification for any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.</p>

#### 4.0 PROPOSERS' CONFERENCE

A Proposers' Conference will be held on February 26, 2003 in the Technology and Support Services Center, Purchasing Department, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704 beginning at 10:00 a.m. Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to SBBC. **The purpose of the Proposers' Conference is not to answer questions.** All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Special Condition 8.3. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by proposers.

In addition, a representative from SBBC Minority Women Business Enterprise (M/WBE) Department will be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

#### 5.0 INTERPRETATIONS

Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Department, in writing, on or before February 28, 2003. Submit all questions to the attention of the individual stated in Special Condition 8.3 of this RFP. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than, by information in this RFP document or by Addenda shall not be binding on SBBC.

#### 6.0 CALENDAR

February 10, 2003	Release of RFP 24-009V
February 26, 2003	Proposers' Conference
February 28, 2003	Written questions due in the Purchasing Department
March 19, 2003	Proposals due on or before 2:00 p.m. in Purchasing Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
May 8, 2003	Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at Kathleen C. Wright Administration Center, Board Room 600 SE 3 <sup>rd</sup> Avenue, Ft. Lauderdale, FL 33301. *
May 22, 2003	Posting of Recommendation

\* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.

## **7.0 EVALUATION OF PROPOSALS**

- 7.1 The Superintendent's Insurance Advisory Committee (hereinafter referred to as "Committee"), SBBC, or both reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee shall evaluate all proposals received, which meet or exceed Section 3.6, Minimum Eligibility Requirements. The Committee reserves the right to ask questions of a clarifying nature and interview any or all proposers that meet or exceed Section 3.6. Proposals that meet or exceed Section 3.6 shall be evaluated by the Committee according to the following criteria:

<b><u>CATEGORY</u></b>	<b><u>MAXIMUM POINTS</u></b>
A. Experience and Qualifications	
A 1. Financial Strength	20
A 2. General Business (e.g. History, Location, Experience, References, etc.)	10
B. Scope of Services	
B 1. General Services (e.g. Performance Guarantees, Formulary, etc.)	10
B 2. Plan Designs	10
B 3. Network	10
C. Minority/Women Business Enterprise	
C 1. Participation	6
C 2. Diversity	2
C 3. Outreach	2
D. Cost of Services	
D 1. General Cost (Including CPT Analysis, Retention, Network Discounts, etc.)	25
D 2. Rate Guarantees (Premiums, ASO Fees, Renewal Formulas, etc.)	<u>5</u>
<b>TOTAL</b>	<b>100</b>

Except for those requirements stated in Section 3.6, the failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process.

- 7.2 Based upon the results of Section 7.1, the Committee, at its sole discretion, may: Interview, recommend award to the top-ranked proposer; may recommend award to more than one top-ranked proposer; may short list the top-ranked proposers (short list number to be determined by the Committee) for further consideration; or, may reject all proposals received.
- 7.3 In the event that the Committee chooses to short list proposers, the list of short listed proposers may be further considered by the Committee, SBBC or both. The Committee, SBBC or both may re-interview the short listed proposers in order to make an award recommendation (by the Committee) or an award (by SBBC). During the interview process, no submissions made, after the proposal due date, amending or supplementing the proposal shall be considered.
- 7.4 In the event that an Agreement between the Committee, SBBC or both and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, SBBC or both, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, SBBC or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, SBBC or both at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to SBBC for approval.



## 8.0 SPECIAL CONDITIONS

1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received on or before 2:00 p.m., March 19, 2003 at the following address in order to be considered:

PURCHASING DEPARTMENT  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

Attention: RFP 24-009V - Group Medical Benefits for School Board Employees

2 Proposer shall submit one original proposal with an original manual signature. Proposer should also submit one (1) electronic version in Word 6.0 or higher submitted on a diskette and 30 additional copies of proposal. The proposal containing the original manual signature should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposer's firm name clearly marked on the exterior of package.

3 Any questions concerning any portion of this RFP must be submitted, in writing, to **Carol Barker, Purchasing Agent, Purchasing Department, 954-765-6127 or email at [cbarker@purchasing.broward.k12.fl.us](mailto:cbarker@purchasing.broward.k12.fl.us)**, at the address listed in Section 8.1, via facsimile 954-767-8417. Any questions, requiring a response, which amends the RFP document in any manner, will be answered via Addendum by the Purchasing Department to all proposers. No information given in any other matter will be binding on the School Board.

3.4 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning January 1, 2004, or date of award, or whichever is later and continuing through December 31, 2006. The term of the contract may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for three additional one-year periods and, if needed, beyond the expiration date of the final renewal period in accordance with Section 9.1. The Board, through its Purchasing Department, will, if considering to renew, 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 recommendation has been acted upon by SBBC. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its proposal.

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

## 8.0 SPECIAL CONDITIONS (Continued)

### 8.6 INSURANCE REQUIREMENTS:

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

- 8.6.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 8.6.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 8.6.3 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.
- 8.6.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

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

## 9.0 GENERAL CONDITIONS

- 1.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC 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 SBBC's 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.
- 9.2 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 9.3 **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 SBBC.
- 9.4 **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.
- 9.5 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 9.5.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 9.5.2 All departments being advised not to do business with vendor.
- 9.6 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 9.7 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 9.8 **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.
- 9.9 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results thereof as a part of any commercial advertising without prior written approval of SBBC.
- 9.10 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.

## 9.0 GENERAL CONDITIONS (Continued)

- .11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value of work as a result of this RFP. SBBC 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 SBBC.
- .12 **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 SBBC. In addition, *Gallagher Benefit Services, Inc.* will be providing consultant services to SBBC 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 *Gallagher Benefit Services, Inc.*
- .13 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC 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 SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- .14 **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 SBBC shall be final and binding on both parties.
- 9.15 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 9.16 **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. SBBC 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.
- 9.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision 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.

## 9.0 GENERAL CONDITIONS (Continued)

- 9.18 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 9.19 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.
- 9.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), 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 \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 9.21 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 9.22 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

## 9.0 GENERAL CONDITIONS (Continued)

- 9.24 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS(Continued):** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
- 9.25 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Purchasing Department on **May 22, 2003 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Purchasing Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this RFP. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

## 9.0 GENERAL CONDITIONS (Continued)

- 26 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board 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.
- 27 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of SBBC.
- 28 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC 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.
- 29 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.
- 30 **INDEMNIFICATION:**
- 9.30.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 9.30.2 By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

## 9.0 GENERAL CONDITIONS (Continued)

31

**SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the awardee to:

- Personnel Office, Kathleen C. Wright Administration Center, 600 S. E. Third Avenue, Fort Lauderdale, Florida 954-768-8662, Monday through Friday from 9:00 a.m. through 4:00 p.m. **THIS FACILITY IS TO BE USED BY VENDORS ALREADY FINGERPRINTED AND NEEDING UPDATED INFORMATION FOR THEIR CARD ONLY.**
- Broward County Public Schools Off-Site Fingerprinting & Identification Badge Facility, Nova Southeastern University, 3530 South University Drive, Davie, Florida, 954-262-5515 on Monday, Wednesday and Friday from 9:00 a.m. to 12 noon, and, again, from 1:00 p.m. to 4:00 p.m. **THIS FACILITY IS FOR ALL NEW APPLICANTS NEEDING FINGERPRINTING. PLEASE CALL TO SCHEDULE AN APPOINTMENT.**

At these location, **each individual for whom a SBBC photo identification badge is requested will be required to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$67.00. Fingerprinting and FBI check is \$52.00 and must be in the form of a money order made payable to Fingerprinting Services, LLC or credit card payment may be made via the internet at <http://www.flprints.com> or by calling 877-357-7456. The photo identification badge is \$15.00 payable to The School Board of Broward County in the form of a money order or company check. These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

1.32

**LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- 9.32.1 For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 9.32.2 For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 9.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
- 9.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 9.32.5 Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- 9.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.



## 9.0 GENERAL CONDITIONS (Continued)

- .33 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member 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.
- .34 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
- .35 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC 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.
- .36 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 9.36.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of SBBC.
  - 9.36.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. 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.
  - 9.36.3 **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:
    - 9.36.3.1 The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.
    - 9.36.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).
    - 9.36.3.3 Failure to respond to all subsections within the RFP.
    - 9.36.3.4 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.
    - 9.36.3.5 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.
    - 9.36.3.6 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.

## 9.0 GENERAL CONDITIONS (Continued)

- 9.37 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.
- 9.38 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
- 9.39 **RE-RATING ENDORSEMENT:** 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:
- 9.39.1 The end of any applicable rate guarantee period(s); or
  - 9.39.2 One year after the effective date of the last change in rates or other consideration; or
  - 9.39.3 At least 180 calendar days during the first year of the contract and 270 calendar days after receipt by SBBC of valid written notice from the proposer, stating specially 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: **Director, Benefits, The School Board of Broward County, Florida, 1320 SW 4th Street, Building 2, Fort Lauderdale, Florida 33312**
  - 9.39.4 Notice by an awardee of intent to effect any change in consideration shall thereby entitle the School Board to cancel the Contract without penalty.
- 9.40 **PERFORMANCE STANDARD:** SBBC will negotiate performance standards and performance guarantees with the selected proposer(s). These proposed standards and guarantees are contained in Attachment J. SBBC reserves the right to negotiate any and all performance standards at its discretion, but does not wish to entertain performance standards which do not meet those outlined in Attachment J.
- 9.41 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.
- 9.42 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **PURCHASING DEPARTMENT** on or before 2:00 p.m. on the date due.
- 9.43 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 9.44 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 9.45 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

## 10.0 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 insurance with coverage limits in Special Condition 8.6 for the term of any agreement.
- Proposer agrees that there will be no balance billing to any SBBC member above and beyond the contracted fees.
- In the event that (a) SBBC cannot or elects not to obtain a separate contractor, (b) SBBC cannot or elects not to use a self-insurance option, or (c) the health benefit coverage provided by a the separate contractor or self-insurance option is terminated, cancelled, or discontinued during the term of the contract; then, at the sole discretion and option of SBBC, the remaining contractor(s) shall cover and accept any and all SBBC employees and their dependents at the rates set forth in the agreement.
- SBBC membership shall not represent more than 40% of the proposer's total medical membership during the contract period.
- Have on-site staffing at SBBC for member services (10 hours per day, 5 days per week) which will include:
  - One full-time employee, plus
  - One additional full-time employee per 5,000 employees enrolled in plans, plus
  - Not less than five additional full-time employees during open enrollment, as well as providing plan enrollment materials for SBBC employees at no additional cost.
- Share in the cost of providing one full-time SBBC employee as an EAP Coordinator including benefits, office equipment, supplies, travel and professional dues. The actual cost up to \$60,000 per year will be billed to the vendors on an equal basis the first year and on a percentage of employee participation as determined by the enrollees on the last month of the preceding contract year thereafter that this contract is in effect.
- Share in the cost of providing on-site administrative support staff, including benefits, office equipment, supplies, travel and professional dues. The actual cost up to \$60,000 per year will be billed to the vendors on an equal basis the first year and on a percentage of employee participation as determined by the enrollees on the last month of the preceding contract year thereafter that this contract is in effect.
- Provide SBBC 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 SBBC's Benefits Department. The proposer shall also notify each contracted physician of changes, as well as, provide this information in their quarterly newsletter to participants.
- Fund, on an annual basis, a minimum of \$60,000 for targeted on-site health promotion services. Which many include:
  - District Wellness Coordinator
  - Informational campaigns
  - Immunizations
  - Health Screenings
  - Behavior Change Programs
  - Health Committee Consultations
  - Research on Health Improvements Interventions
  - Retirement Benefit Orientation
  - New Teacher Orientation
  - Benefit Coordinators' Luncheon

# **ATTACHMENT A**

**Current SBBC Agreements and Certificates of Coverage**

**Uploaded to Demandstar as a separate file.**

# **ATTACHMENT B**

## **Census Data**

**Census Data uploaded to Demandstar as a Winzip file.  
Winzip program can be found at <http://www.winzip.com>**

# **ATTACHMENT C**

## **Experience Data and Shock Claims**

# **ATTACHMENT D**

## **Financial Response Forms**

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# **ATTACHMENT E**

## **Questionnaire**

**E1 – Questionnaire**

**E2 – CPT Codes**



# **ATTACHMENT F**

## **Plan Designs**

# **ATTACHMENT G**

## **M/WBE**

- G1 M/WBE Utilization Report**
- G2 Employment Diversity Statistics**
- G3 M/WBE Participation**
- G4 SBBC Diversity Policy and Minority  
Business Enterprise Policy**

The School Board of Broward County, Florida  
 Minority/Women Business Enterprise Division  
 600 SE 3rd Avenue, 8th Floor  
 Ft. Lauderdale, FL 33301

954-760-7470

954-765-6974 FAX

### Monthly M/WBE Utilization Report

1. Reporting Period From: \_\_\_\_\_ Reporting Period To: \_\_\_\_\_

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

#### Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/WOMEN
RFP Number:					
RFP Title:					

#### MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: \_\_\_\_\_

Phone # (\_\_\_\_) \_\_\_\_\_

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

# Employment Diversity Statistics

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
% of Total Workforce											

**M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

<b>M/WBE Firm Information</b>	<b>Scope and/or Nature of Work to be Performed by the M/WBE</b>	<b>% of M/WBE Participation</b>	<b>Actual Amount to be expended with M/WBE</b>
Firm Name: Contact Person: Address:  Telephone No.: Facsimile No.: M/WBE Certification No.:			
Firm Name: Contact Person: Address:  Telephone No.: Facsimile No.: M/WBE Certification No.:			
Firm Name: Contact Person: Address:  Telephone No.: Facsimile No.: M/WBE Certification No.:			

# **ATTACHMENT H**

## **SBBC Enrollment Form**

# **ATTACHMENT I**

## **Domestic Partner Benefits**

# **ATTACHMENT J**

## **Performance Standards / Guarantees**



# **ATTACHMENT K**

**Statement of “No Response”**

## ATTACHMENT K, STATEMENT OF "NO RESPONSE"

your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida  
Purchasing Department  
Suite 323  
7720 West Oakland Park Boulevard  
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids/RFPs.

id/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

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

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

# **ATTACHMENT L**

## **Sample Agreements**