

REQUEST FOR PROPOSAL

DATE DUE: November 14, 2022 - 2:00pm

**Employee Benefits Consultant
For
Woodland Park School District Re-2**

**Issued by:
Del Garrick
155 Panther Way
Woodland Park, CO 80866
dgarrick@wpsdk12.org 719-686-2028**

PROFILE OF WOODLAND PARK SCHOOL DISTRICT RE-2

Woodland Park School District Re-2 (WPSD or the District) is nestled in the shadow of Pikes Peak approximately 20 minutes “up the pass” from Colorado Springs in the north-eastern portion of Teller County. WPSD is large enough to offer comprehensive programs at all levels but small enough for the personal attention and comforts of a caring community. With approximately 1800 students, WPSD includes two elementary schools, one middle school, and one high school in Woodland Park, and one elementary school in Divide. WPSD is both geographically and socioeconomically diverse.

1. PURPOSE OF REQUEST

The purpose of this Solicitation is to provide qualified Vendors with sufficient information regarding the District’s needs in order to adequately prepare and submit a Proposal to provide employee benefits consultation to WPSD schools in accordance with the scope of service specified.

WPSD invites interested parties that meet the qualifications listed in this document to submit proposals regarding their product and related service offerings. All information shall be submitted in the format stipulated in this RFP.

2. SCOPE OF SERVICE

- Shall give advice and assistance to Woodland Park Schools Insurance Committee on a continuing basis to ensure that plans are in compliance with Federal requirements.
- Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
- Assist in reviewing and reaffirming or changing the goals and objectives of the benefit design. Apply various scenarios, often with only a few hours notice. Advise the Insurance Committee of the market and business trends.
- Advise and assist in reviewing contracts, plan documents, insurance policies and other documents for applicability, accuracy and consistency.
- Maintain records of claims experience and provide timely reports.
- Participate with Woodland Park Schools to develop communication materials.
- Be personally available for meetings as required and provide a backup service person that is knowledgeable about the Employee Benefits Program.
- Provide liaison services between Woodland Park Schools and benefit contractors, including coordination of reporting and assistance resolving claims.
- Develop and assist in implementation of new insurance plans.
- Assist in drafting, reviewing, issuing and evaluating requests for proposals.
- Be responsible for maintaining the confidentiality of Woodland Park School District records and data, which cannot be sold, shared, and otherwise disclosed to other companies or individuals without the written permission from Woodland Park Schools Employee Benefit Plan Officials.
- Assist Woodland Park schools with the development of written performance guarantees relating to vendor performance of services, and evaluate the performance of the vendors.
- Must have experience with governmental entities.

3. GENERAL INFORMATION

Woodland Park School District RE-2 offers Health, Dental, Life, Vision and Disability Insurance.

WPSD RE-2 has 232 subscribers including 1 Cobra on health insurance and 2 Cobra on dental insurance.

Presently, The District pays \$699.66 for health coverage, \$38.75 for dental coverage, and \$1.58 toward life and disability per employee on a monthly basis.

Health coverage is currently provided by Kaiser Permanente, dental is provided by Delta Dental, life coverage is provided by Standard, and disability is provided by Standard and PERA.

Current broker is paid via commissions.

Premiums paid for the period 7/1/21 – 6/30/22:

a. Life: Standard	\$31,811.36
b. Standard Disability	\$24,313.05
c. Dental: Delta Dental	\$149,474.47
d. Health: Kaiser Permanente	\$2,021,924.12

The District does have a wellness committee that functions on wellness policy. A Health Educator is funded half-time by a grant. This educator works with the staff at all District buildings to develop wellness programs.

4. ESTIMATED PROJECT SCHEDULE

10/10/2022	Distribute Request for Proposal
10/24/2022	Deadline for Emailed Questions to dgarrick@wpsdk12.org
10/31/2022	Responses to Questions
11/14/2022 at 2:00 PM	Proposal Due Date
11/30/2022	Vendor Selection

Prior to the submission of offers, questions may be submitted for the sole purpose of clarification. Questions will be accepted by mail, email or fax only. Answers will be made by mail, email, fax or phone call. Answers which make a difference in the way proposals may be submitted will be shared with all vendors who have indicated intent to propose. All questions shall be directed to the designated contact person.

5. INSTRUCTIONS TO OFFERORS

To be considered, an electronic copy or a printed copy (**email or other method**) of your Proposal must be received by **Del Garrick** at Woodland Park School District, PO Box 99, Woodland Park, CO 80866, dgarrick@wpsdk12.org. ALL PROPOSALS MUST INCLUDE THE FORMS PROVIDED IN THIS PACKAGE. Failure to do so may be cause for rejection of your proposal. Proposals may be submitted in electronic format.

- A. Proposals must be marked plainly and prominently as follows:

RFP: Employee Benefits Consultant

It is the responsibility of the vendor to ensure that the proposal is at the WPSD Central Office before the deadline. Unsolicited proposals and proposals from unapproved or non-qualified vendors may not be considered.

- B. All offers meeting the intent of this request for proposal will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the vendor has not taken exceptions and shall hold the vendor responsible to perform in strict accordance with the specifications of the invitation. WPSD reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the District.
- C. In the event of any claim by any unsuccessful vendor concerning or relating to the issue of “equal or better” or “or equal” the unsuccessful vendor agrees, at his own cost and expense, to defend such claim

or claims and agrees to hold the District free and harmless from any loss or damage arising out of this transaction.

- D. WPSD reserves the right to negotiate with the submitter of each and every proposal; in order to best meet its needs as defined in the proposal as well as to reject any and all proposals and to waive any "informalities" in the proposal received whenever such action, rejection, or waiver is in its best interests. In all instances where price, service, and quality are determined equal, preference in the award of contract will be given to Colorado-based companies.
- E. Demonstrations may be required during evaluation: After the proposals are opened by the District, the Vendors may be required to demonstrate the product which has been proposed for evaluation by, and at no cost to, the District. The purpose of the demonstration is to observe the product in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the Solicitation. If a demonstration is required, the District will notify the Vendor of such via email and will specify the date, time and location of the demonstration. If the Vendor fails to perform the demonstration on the specified date stipulated, the District may elect to reject the Vendor's Proposal or to reschedule the demonstration in its best interest. The District shall be the sole judge of the acceptability of the equipment in conformance with the Specifications and its decision shall be final.

6. **AWARD**

Proposals submitted will be evaluated by an evaluation committee. During the evaluation process, the Evaluation Committee and the District reserve the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The District is seeking "Best Value" in the evaluation process. In all instances, the decision rendered by the Board of Education (if necessary) shall be final and not subject to contest by others.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

- A. WPSD reserves the right to:
 - 1. Accept or reject any or all proposals received as a result of this RFP.
 - 2. Waive or modify informalities and any irregularities in the responses received
 - 3. Select the vendor it deems to be most qualified to fulfill the needs of the District.
- B. Proposals shall remain open and valid and subject to acceptance for ninety (90) days after opening date unless otherwise stipulated.
- C. The vendor shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

7. **TERMINATION OF CONTRACT**

The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

The District may cancel the contract upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

8. EVALUATION CRITERIA

In order to facilitate the evaluation and selection process, vendors are to submit responses that include the following information:

1. The consultant should submit a minimum of three current references.
2. Proposals will be evaluated by a committee of at least five.
3. Finalists will be notified and interviewed.
4. A demonstrated plan of action for the consultant to expediently gain solutions to WPSD's service needs in areas which may be beyond the experience level or authority of the consultant.
5. Access to a consultant defined in terms of hours and days available, ease of contact and guaranteed response time.
6. Ability to maintain responsiveness and timely communications with the WPSD Insurance Committee.
7. Years of experience and professional memberships and certifications.

A. Management Summary

A management summary must be included which provides an overview of the Vendor's information and highlights the benefits. Vendors should emphasize why their solution is best suited to meet the needs of the District. This summary must be signed by an authorized official who can represent the information provided. The Vendor's response to each of the requirements and other requests for information is contractually binding.

B. Vendor Profile

Provide a brief description and history of your company including current size, organization and support staff and a general overall profile. Vendor must supply three current references to include: name of company, contact, phone number and address. The references must be customers with projects of similar scope and size to the one detailed in this RFP. Include specifics of the last project similar to this one and completion dates.

C. Proposed Price (if applicable)

Total Itemized All-Inclusive Maximum Price

1. The proposed price should contain all pricing information related to performing the services as described in this request for proposal. The total all-inclusive maximum cost is to contain all direct and indirect costs including all out-of-pocket expenses.
2. Overall costs
 - a. The District will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.
 - b. The first page of the proposed cost should include the following information:
 - i. Name of Firm
 - ii. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the District.

9. INTERPRETATIONS OR CHANGES

Changes in the specifications for quality level purposes and or specifications presented in the proposal package shall be made by written notice of change and will be emailed to Vendors holding Proposal Documents. All changes will become part of the Proposal Document by this reference, and all vendors shall be bound by such changes, whether or not the vendor received it.

Should a vendor find discrepancies, or errors in the Documents, the vendor shall notify the appropriate WPSD contact person no later than ten (10) days from the date of the Proposal Opening.

10. TAXES

Vendor shall not include federal, state or applicable local excise or sales taxes in proposal prices, as the District is exempt from payment of such taxes. For state sales and use taxes, it shall be the responsibility of the Vendor to complete and file an "Application for Exemption Certificate" with the Colorado Department of Revenue.

11. NON-COLLUSION

The vendor certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

12. INDEMNIFICATION

The vendor shall save, indemnify and hold harmless the District against or from all costs, expenses, damages, injury or loss to which said District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the District against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing and delivering materials/services as called for in proposal document.

13. FEDERAL FUNDING

(a) The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than simplified acquisition threshold for each such failure.

(b) **Debarment and Suspension.** Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the Department of Defense in 2 CFR Part 1125.

The Recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Recipient enters into transactions that are “covered transactions” under Subpart B of 2 CFR Part 180 and the DoD implementation in 2 CFR Part 1125.

When a Recipient enters into a contract that utilizes federal awards of \$25,000 or more, that Recipient must verify that the vendor is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the Excluded Parties List System (EPLS) which can be accessed via System for Award Management (SAM) <https://www.sam.gov>, collecting a certification from the vendor, or adding a clause or condition to the contract with that vendor. In addition, Recipient personnel responsible for federal grant administration should receive ongoing training to understand the laws and regulations that apply to its federal grant awards. A print-out of this research, as proof, must be placed in the file for audit purposes.

(c) **Nondiscrimination.** Provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(2) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq), as implemented by DoD regulations at 32 CFR Part 196.

(3) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(4) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

(d) **Hatch Act.** 5 U.S.C. 1501-1508 and 7324-7328, as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or Local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

(e) **Drug-Free Workplace.** Requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

14. **CONFIDENTIALITY / PROPRIETARY AGREEMENT**

If your proposal contains confidential or proprietary information be sure to include this in the body of your response and that without the express, written permission of your organization it is prohibited to disclose, duplicate or reproduce.

Having read carefully the proposal conditions and the specifications, the undersigned submits the following proposal. Any special conditions the District needs to know with regard to your proposal must be listed here:

I acknowledge receipt of addenda, if any as follows:

The undersigned acknowledges that the governing board of Woodland Park School District reserves the right to reject any and all proposals and/or waive any irregularities or information in the proposal process.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the proposal is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____		Fax: _____
Address: _____	City/State: _____	Zip: _____
Contact Person: _____	Title: _____	Phone: _____
Authorized Representative's Signature: _____		Phone: _____
Printed Name: _____	Title: _____	Date: _____
Email Address: _____	Approved by: _____	Date: _____
	Reviewed by: _____	Date: _____