

SYLVAN UNION SCHOOL DISTRICT

REQUEST FOR PROPOSALS:

EMPLOYEE BENEFITS INSURANCE BROKER/JPA AND CONSULTING SERVICES RFP NO. 2020/2021-03

**Issue Date: May 7, 2020
Due Date: May 21, 2020, 10:00 a.m.**

To be considered, proposal hard copies must be received by the due date and time at the following location:

*Sylvan Union School District, 605 Sylvan Avenue, Modesto, CA 95350
Attn: SUSD H&W RFP 2020/2021-03*

Proposal responses will be considered valid for a period of 120 calendar days after the proposal due date.

LEGAL NOTICE

NOTICE TO VENDORS – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **SYLVAN UNION SCHOOL DISTRICT** (herein after referred to as the “DISTRICT”) of Stanislaus County, California, will receive proposals for:

**EMPLOYEE BENEFITS INSURANCE BROKER/JPA
AND CONSULTING SERVICES
RFP NO. 2020/2021-03**

Each proposal is to be in accordance with the format specified by the Business Office, copies of which may be examined and obtained, by written request, to the District Business Office, Business Department, 605 Sylvan Ave, Modesto, CA 95350; or may be viewed on the Purchasing website located at:

https://sylvan-ca.schoolloop.com/pf4/cms2/view_page?d=x&group_id=1376459656595&vdid=i34ai1u3vvn12g

Each proposal must be filed with the Business Department on or before **10:00 a.m., on the 21st Day of May, 2020**. All proposals shall be submitted and sealed in a package plainly marked with the appropriate title for such proposal. The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of one hundred twenty (**120**) calendar days after the date set for the receipt of proposals.

Interested vendors who submit proposals may be called to participate in interviews, scheduled to take place from **May 26, 2020 – May 28, 2020** at the District Office, 605 Sylvan Avenue, Modesto, CA 95350 or in a virtual platform.

Date:

Modesto, California

Published:

SYLVAN UNION SCHOOL DISTRICT

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I. INTRODUCTION

Sylvan Union School District (herein after referred to as the “DISTRICT”) is soliciting proposals from qualified providers of insurance service options for group health & welfare insurance in support of the DISTRICT’s health and welfare benefits program. This includes group medical (includes prescription coverage), dental, vision, and life. The DISTRICT is requesting proposals from experienced brokers, consultants, and insurance pools (i.e. JPA’s). The DISTRICT seeks a provider that is well versed in the benefits market, experienced in advising comparable school districts and providing cost-effective and diverse, quality health insurance products to employees and retirees.

Responses should specifically address the scope of work described in Section VI.

This request for proposals (RFP) contains background information on DISTRICT and specific information that must be included in the proposals submitted. **Hard copies of the proposal must be received no later than 10 a.m. on May 21, 2020 to our office at the following address:**

**Sylvan USD
605 Sylvan Avenue
Modesto, CA 95350
Attn: SUSD H&W RFP 2020/2021-03**

II. BACKGROUND

Sylvan Union School District, hereinafter referred to as (“DISTRICT”) serves approximately 8,200 students in the communities of Modesto and Riverbank in Stanislaus County. The District maintains 10 TK-5 schools, and three 6-8 middle schools. DISTRICT has over 900 employees, located in 15 locations with an annual revenue of approximately \$77 million.

The following information summarizes the current employee benefit plan provisions:

- Health and welfare benefit plans of the District including medical and prescription drug benefits. Separate three-tiered rate schedules apply to all benefit-eligible active employees and retirees under the age of 65. Employees and retirees, under the age of 65, may choose from three Kaiser HMO options (high, low and high deductible) and three Sutter Health Plus HMO options (high, low and high deductible). Medicare-eligible spouses may continue coverage beyond their 65th birthday under a Medicare-coordinated HMO option. Dental and vision coverages are also available to active employees and all retirees. Spousal, dental and vision benefits, if elected, are self-paid by the retiree.

- Certificated and Certificated Management employees who retire after age 55 with at least 10 years of service are eligible for a District contribution equal to the retiree-only premium for the medical HMO of their choice. District contributions continue until age 65. Cash-in-lieu is also available to early retirees for single, lowest rate plan at time of retirement.
- Classified, Classified Management and Confidential employees who retire after age 60 with at least 15 years of service and enrolled in the health benefits program for the past 5 years are eligible for a District contribution equal to 100% of the retiree-only premium for the first three years and 50% of the retiree-only premium for the final two years of benefits.
- Board Members who have served 12 years and whose first term with the District began prior to January 1, 1995 are entitled to benefits like those provided to Certificated employees.

DISTRICT complies with the required federal regulations on procurement, as well as applicable State procurement law and procedures.

Efforts, including affirmative steps prescribed by federal regulation (if applicable), will be made by DISTRICT to utilize small and minority-owned businesses, women's business enterprises and labor surplus area firms when possible. The selected firm may be required to undertake affirmative steps to utilize such firms in subcontracts if this contract is federally funded. A firm qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201, Subsector 541612) and Public Contract Code 2000-2002.

As a public contractor, it is DISTRICT's policy to utilize, whenever possible, small businesses, disadvantaged small businesses, veteran-owned small businesses, minority-owned firms, and/or woman-owned businesses. Therefore, firms that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.

III. DISTRICT CONTACT

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the following:

Carol Smith
Business Support Specialist
csmith@sylvan.k12.ca.us

IV. SOLICITATION FORM

FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the services listed in this document at the prices and terms stated, subject to all of the terms and conditions of this Request for Proposal. The undersigned warrants and represents their authority to bind the firm into an agreement subject to the terms and conditions of this Request for Proposal.

Company Name:

Street Address:

City, State Zip:

Email:

Telephone:

By (Authorized Signature)	Date Signed:
Print name and title of Authorized Signatory	

ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS REQUEST FOR PROPOSAL WILL BE INCORPORATED INTO ANY RESULTING AGREEMENT.

V. SOLICITATION KEY DATES AND TIMELINE

RFP Activity	Dates
RFP Released	May 7, 2020
Questions Due by bidders	May 14, 2020 at 12:00 pm noon
Response to questions posted	May 15, 2020
Proposal Due Date	May 21, 2020 at 10:00 am
Interviews	May 26, 2020 – May 28, 2020
Board Approval	June 2, 2020
Commence work	June 8, 2020 (approximate, following contract execution)
Other Key Dates	DISTRICT's Fiscal Year: July 1 – June 30 DISTRICT's Insurance Plans: Jan 1 – Dec 31

VI. SCOPE OF WORK

DISTRICT will receive proposals for qualified providers of insurance service options for group health & welfare insurance in support of the DISTRICT's health and welfare benefits program. This includes group medical (includes prescription coverage), dental, vision, and life. The DISTRICT is requesting proposals from experienced brokers, consultants, and insurance pools (i.e. JPA's). The DISTRICT seeks a provider that is well versed in the benefits market, experienced in advising comparable school districts and providing cost-effective and diverse, quality health insurance products to employees and retirees.

The selected provider will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of DISTRICT's employee insurance benefits.

The successful bidder may be retained for an initial two (2) year term with a potential three (3) year option term that may follow as a result of this procurement process and would be responsible for:

- Analysis, recommendation, marketing, negotiation and placement of insurance
 - Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
 - Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit
 - Review rate proposals to ensure underlying assumptions are appropriate and accurate to DISTRICT.
 - Maintain full and accurate records with respect to all matters and services provided on behalf of DISTRICT's benefit plans and programs. Provide DISTRICT staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of DISTRICT's benefit plans and programs.
 - Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
 - Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.

- Compliance, communications and administrative support
 - Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
 - Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
 - Provide on-site training to DISTRICT staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
 - Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
 - Assist DISTRICT staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
 - Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
 - Review vendor contracts, evidence of insurance
 - Provide timely research and responses to technical questions posed by DISTRICT staff.
 - Assist with the presentation content for labor and management benefits meetings and/or DISTRICT Board meetings.
 - Develop additional benefits communications specific to the needs of DISTRICT's employees and retirees.
 - Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
 - Act as liaison and advocate between DISTRICT and insurance providers

- Support Open Enrollment activities
 - Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
 - Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings.

DISTRICT is not subject to ERISA. Current benefit offerings and census information is provided below and should only be used as needed for the preparation of your proposal:

Coverage Type	Funding	Carrier	Employee Enrollment
Medical*	Fully Insured	Kaiser HMO	332 Active 12 Early Retirees 14 Retiree 65+
	Fully Insured	Sutter HMO	206 Active 23 Early Retirees
	Fully Insured	Retiree First	41 Retirees 65+
Dental	Self-Insured	Delta Dental	862
Vision	Self-Insured	VSP	821
Basic Life/ADD, STD, LTD	Employee Pre-Tax & Post-Tax	American Fidelity The Standard	1,156 108
Voluntary Life/ADD	Employee Pre-Tax	Met Life	305
FSA	Employee Pre-Tax Health Care FSA	American Fidelity	50
	Employee Pre-Tax Dependent Care FSA	American Fidelity	14
HSA	Employee Pre-Tax	American Fidelity	13
Supplemental Cancer, Hospital, Accident Protection	Employee Pre-Tax & Post-Tax	American Fidelity	232

*we have approximately 130 certificated employees who take \$125 monthly cash-in-lieu of benefits

VII. BIDDER'S MINIMUM QUALIFICATIONS

A. Qualifications of the Firm

The bidder shall have at least five (5) consecutive years of experience in California providing brokerage/pooled insurance and benefits consulting services to school districts. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to DISTRICT.

The bidder must be legally authorized to do business in the State of California and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.

The bidder shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.

The bidder shall have experience working with labor unions and advisory committees. The bidder shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in California as well as applicable Federal regulations, reporting and laws.

B. Qualifications of the Staff

The staff member assigned to DISTRICT's account shall have:

Five (5) years of benefit administration and client management experience and provide credentials documenting professional experience, employment history and education. Experience in maintaining a high level of quality communication with clients, client employees/retirees and vendors.

VIII. INSTRUCTIONS TO BIDDERS

A. Format

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address). Proposals shall be prepared simply and economically, providing a straightforward, concise description of bidders' ability and expertise as an employee benefits insurance broker and consultant. Proposals shall be typed and be as brief as

possible and not include any unnecessary promotional materials. Five(5) copies of the proposal are required.

B. Content

1. **General Information:** Complete the attached General Information Form (Attachment A) and place the form in the front of proposal submission. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation. In addition, complete Consultant Questionnaire (Attachment D) and include with proposal submission.
2. **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned the Sylvan Union School District account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the bidder or by its subcontractors or affiliates where litigation is still pending or has occurred within the last five (5) years; or (b) any type of project where claims or settlements were paid by the bidder or its insurers within the last five (5) years.
3. **Qualifications of the Firm:** This section shall include a brief description of the bidder's and any sub consultant's qualifications and summary of previous experience on similar or related projects. Provide a firm, and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the time period services have been provided to each account; the total project cost; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the DISTRICT for references (use Attachment C format). Be sure to list contact name, organization, title, e-mail address and telephone number for each account.
4. **Project Staffing:** The bidder is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumés in the proposal. The bidder's staff member who will be handling SCI-ISD's account will be an important factor considered by the Selection

Advisory Committee. This section shall discuss how the bidder would propose to staff this project. The bidder shall include the following:

- a. Identify the names and office locations of key personnel who will be assigned to DISTRICT's account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas (use Attachment B format) with emphasis on public sector organizations and unionized work forces.
 - b. List the experience and education requirements and standards for Account Manager.
 - c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.
 - d. Describe the staff retention program to assure continuity of service to DISTRICT.
5. Services: Describe the following:
- a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique brokerage or consulting services the firm will offer DISTRICT. Please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.
 - b. A description of the group medical, dental, vision, life, accidental death and dismemberment premium volume handled by the firm and by the specific office to which DISTRICT's account would be assigned.
 - c. A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, dental, vision and life.
 - d. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.

e. A sample work plan for insurance renewal and negotiations.

6. Client Communication

Describe the following:

- a. Proposal to maintain open and prompt communication with employees, retirees and DISTRICT staff seeking assistance from the selected broker.
- b. Proposal to maintain open and prompt communication with all DISTRICT staff involved in benefit issues.

7. Cost/Pricing Information:

This section shall include the bidder's price for performing the services discussed in the scope of work. Include a comprehensive specific description indicating how the firm would price DISTRICT's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide the DISTRICT with the best price at the time of negotiations.

The DISTRICT reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to DISTRICT's account.

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

Additionally, prior to award of a contract, the successful bidder shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

8. Other:

Proposals shall also include:

Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of DISTRICT.

The selected brokers office hours (all locations) and availability of all staff members assigned to DISTRICT's account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.

Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.

Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.

IX. EVALUATION AND SELECTION

A. Evaluation Criteria

In addition to the degree to which the bidder responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate proposals:

1. **Qualification of the Firm:** Technical experience in performing work of a closely similar nature; experience working with school districts, cities, or other public agencies; experience with creative cost containment methods; experience, reputation and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessment by client references.
2. **Staffing and Project Organization:** Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; evidence of the ability to provide service in a

prompt, thorough, innovative and professional manner; and adequacy of labor commitment.

3. Project Requirements: Demonstrated understanding of the project requirements and potential problem areas; project approach; work plan; and quality assurance program.
4. Cost and Price: Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; and basis on which prices are quoted.

B. Evaluation/Selection Procedure

A Selection Advisory Committee, generally made up of DISTRICT staff, will review the proposals submitted and establish a list of finalists based on pre-established criteria. The names of the committee members will not be revealed prior to the interviews (if held). The individual or composite rating and evaluation forms will not be revealed.

As a part of the finalist evaluation, the Selection Advisory Committee may require bidders to make an oral presentation. The presentation shall serve to confirm proposal representations, provide supplemental information and provide the DISTRICT the opportunity to meet and assess the proposed account team members.

Additionally, the Selection Advisory Committee may visit the firm's office to meet with key proposed staff members and tour the facility.

The DISTRICT reserves the right to select the firm which, in DISTRICT's opinion, will provide the most responsive and responsible services. The DISTRICT is not bound to award the contract based solely on the lowest bid submitted.

C. Award

When the Selection Advisory Committee has completed its work, negotiations may be conducted for the extent of services to be rendered and for the method of compensation. Because the DISTRICT may award without conducting negotiations, the proposal submitted shall contain the bidder's most favorable terms and conditions.

Award will be contingent upon completion of a satisfactory contractual arrangement between the selected firm and DISTRICT. If satisfactory contract terms cannot be agreed upon, another firm will be contacted. Unsuccessful candidates will be notified following successful completion of contract negotiations and approval of contract by the DISTRICT Board of Education.

In the performance of the terms of any agreement resulting from this proposal, contractor or vendor agrees that he/she will not engage in, nor permit, such subcontractors, where applicable, as he/she may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin or ancestry, age, sex, familial status, sexual orientation or disability of such persons.

No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received therefrom, will be recognized by the DISTRICT unless such assignment has had prior written approval and consent of DISTRICT. The DISTRICT will specifically be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals will be a material inducement for the award of contract.

X. INSURANCE REQUIREMENTS

A. Commercial General Liability/Automobile Liability Insurance

The selected broker shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The selected broker's insurance coverage shall be written on an occurrence basis.

B. Workers' Compensation and Employer's Liability Insurance

The selected broker shall obtain and maintain statutory Workers Compensation Insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

C. Professional Liability Insurance

The selected broker shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim. Professional Liability

insurance must be maintained and evidence of insurance shall be provided to the DISTRICT for at least three (3) years after completion of the contract of work.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current Best Rating of A:VII unless otherwise acceptable to DISTRICT .

E. Verification of Coverage

Insurance, deductibles or self-insurance retentions shall be subject to DISTRICT's approval Original Certificates of Insurance with endorsements shall be received and approved by the DISTRICT before work commences and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the DISTRICT or increase the duration of the project.

F. Other Insurance Provisions

The Sylvan Union School District, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by DISTRICT's Risk Manager for Commercial General Liability and Automobile Liability coverage.

For any claims related to this project, the selected providers' insurance coverage shall be primary and any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees and volunteers shall not contribute to it.

Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the DISTRICT in the event of cancellation or modification to the stipulated insurance coverage.

In the event the selected broker employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the selected broker to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

Approval of the insurance by the DISTRICT or acceptance of the Certificate of Insurance by the DISTRICT shall not relieve or decrease the extent to which the selected broker may be held responsible for payment of damages resulting from the selected broker's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of DISTRICT's rights to insurance coverage hereunder.

If, for any reason, the selected broker fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this contract and obtain damages from the selected broker resulting from said breach. Alternately, the DISTRICT may purchase such required insurance coverage, and without further notice to the selected broker, the DISTRICT may deduct from sums due to the selected broker any premium costs advanced by the DISTRICT for such insurance.

XI. PROPOSAL SCORING CRITERIA

By use of numerical and narrative scoring techniques, proposals will be evaluated by DISTRICT against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown below.

Criteria	Points
1. Qualifications, experience, references, and ability to carry out the described work	25 points
2. Plan design analysis, consultation, marketing and renewals	25 points
3. Fees / Expenses	25 points
4. Compliance, communications and administrative support	15 points
5. Other factors, including completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere	10 points

XII. REVIEW PROCESS

DISTRICT may, at its discretion, request interviews/presentations by or a meeting with any or all firms, to clarify or negotiate modifications to the firm’s proposal. However, DISTRICT reserves the right to make an award without further discussion of the proposals

submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the firm can propose. DISTRICT contemplates award of the contract to the responsive, responsible firm whose proposal is the most advantageous to DISTRICT, based on the highest total points and its decision is final.

As a public contractor, it is DISTRICT's policy to utilize, whenever possible, small businesses, disadvantaged small businesses, veteran-owned small businesses, minority-owned firms, and/or woman-owned businesses. Therefore, firms that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.

XIII. NOTICE TO FIRM(S)

All materials provided to DISTRICT become the property of DISTRICT and may be returned only at its sole discretion. DISTRICT is a public entity. All proposals and any materials submitted with a proposal may be deemed public records subject to disclosure pursuant to the California Public Records Act. No portion of any proposal or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the firm as such, and the firm agrees to indemnify DISTRICT against any claim or action to compel disclosure of such portion of the proposal. DISTRICT is not obligated to accept any proposal or to negotiate with any entity. All transactions are subject to the final approval of DISTRICT, which reserves the right to reject any and all proposals without liability. All costs directly or indirectly related to a response to this RFP will be borne by the firm.

The contract, if any, shall be awarded to the responsible firm whose proposal is most advantageous to DISTRICT, based on the evaluation criteria set forth in this RFP. DISTRICT may at its sole discretion select the response that best fits its needs, may choose to cancel the RFP, or to not select any Firm. A selection committee will evaluate the responses based on established criteria, including compliance with the direction herein, experience and qualifications, cost, financial position of the company, and other factors as stated in this RFP. If selected, the successful firm will enter into a written agreement with DISTRICT that will include service agreements and compensation agreements.

All information in this RFP should, for purposes of this RFP, be considered proprietary and confidential. Information contained in this RFP should not be shared or distributed without the expressed written consent of DISTRICT.

XIV. REJECTION OF PROPOSAL(S)

DISTRICT reserves the right in its sole discretion to reject any or all proposals, in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. The proposal may be rejected if it fails to meet a material requirement of the RFP or if it is incomplete or contains irregularities. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. DISTRICT may or may not waive an immaterial deviation or defect in a proposal. DISTRICT's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a firm from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in DISTRICT's opinion the information was intended to mislead DISTRICT regarding a requirement of the RFP.

DISTRICT may reject a proposal from a firm it finds non-responsive. Any person or entity that has substantially assisted DISTRICT in preparing any part of this RFP is prohibited from submitting a proposal. Submission of a proposal to DISTRICT shall constitute the firm's certification that the proposal is not collusive.

XV. COMPLIANCE WITH LAWS

Any Firm must affirmatively agree and certify that it will comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Any Firm must affirmatively agree to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

XVI. WRITTEN QUESTIONS AND ADDENDA

Written questions or comments regarding this RFP must be in writing and received no later than May 14, 2020 at 12:00 pm noon. Questions must be emailed to Carol Smith, Business Support Specialist, csmith@sylvan.k12.ca.us and must include the subject line: "SUSD H&W RFP 2020/2021-03". Responses to all questions received will be posted on the district's website as an addendum. Firm(s) invited to submit a proposal understand

and agree that they have an affirmative duty to inquire and seek clarification regarding anything in this RFP that is unclear or open to more than one interpretation.

DISTRICT reserves the right in its sole discretion to revise or amend this RFP up until May 18, 2020, 10:00 am. Any such revisions will be made by written addenda to this RFP and posted on the district website. Firms are responsible for verifying they have received, and all proposals shall acknowledge receipt of, all addenda issued by DISTRICT relating to this RFP. **Failure to acknowledge receipt of all such addenda may render a proposal non-responsive.**

XVII. SUBMISSION

Submission must include Five (5) hard copies and must be received by May 21, 2020 at 10:00 a.m. Late proposals will not be accepted. Responses must be submitted as a hard copy and must be received no later than the due date at the following location:

**Sylvan Union School District
605 Sylvan Avenue, Modesto, CA, 95350
Attn: SUSD H&W RFP 2020/2021-03**

With regard to any proposals sent by mail to DISTRICT, the bidder shall be solely responsible for its delivery to the DISTRICT no later than 10:00 a.m., Thursday, May 21, 2020. Any proposals received subsequent to the date and hour set herein because of delayed mail delivery or for any other reason will not be considered by DISTRICT.

There will be no public opening of proposals. The names of bidders will not be released until the announcement of award is made.

The Request for Proposal is not an authorization to approach the insurance marketplace on DISTRICT's behalf. The DISTRICT specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of the DISTRICT and that no insurance market reservation be made by or for any bidder with respect to insurance or related services to be provided by DISTRICT. Failure to comply with this request will be grounds for disqualification.

A bidder may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the bidder by e-mail to Carol Smith, Business Support Specialist at csmith@sylvan.k12.ca.us.

Submission of a proposal shall constitute the firm's representation that it:

- Has thoroughly examined and become familiar with the scope of work set forth in this RFP;
- Understands the requirements of the scope of work, the nature of the work and all other matters that may affect the work;
- Will honor its proposal for no less than 120 days after the submission date stated in this RFP (or until execution of a final contract with the selected firm, if sooner), and acknowledges that its proposal cannot be withdrawn within that time without the written consent of DISTRICT;
- Will comply with all requirements set forth in this RFP, and in the ensuing contract, if any.

XVIII. PROTESTS

Following the selection of the apparent successful firm, DISTRICT shall notify all firms that submitted an RFP in a timely manner of its intent to award a contract to such firm. Any protest to the award of the contract to the apparent successful firm shall be submitted to DISTRICT in writing within no less than five (5) calendar days from the date of such notice. Any protest shall state with specificity the ground on which the protestor alleges the contract may not be awarded to the apparent successful firm. DISTRICT shall consider any properly submitted protest and may accept or reject such protest as it determines appropriate in its sole discretion.