



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

EMPLOYEE BENEFITS CONSULTING SERVICES

RFP #19-69N-002

PROPOSAL SCHEDULE

RFP Issued to BidNet	May 10, 2019
Firm Questions Due	May 22, 2019 at 2:00 p.m. MST
Q&A Posted to BidNet (Tentative)	May 24, 2019
RFP Opening Date	June 12, 2019 at 2:00 p.m. MST
RFP Evaluation Completed (Tentative)	June 19, 2019
Proposal Presentations (if required)	June 26, 2019
Firm Selected & Announced (Tentative)	July 1, 2019
Effective Date of Plan	August 1, 2019

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**REQUEST FOR PROPOSAL
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP #19-69N-002**

Poudre School District is requesting electronic sealed proposals from professional and qualified firms to provide marketing, placement and strategic consulting services for its employee benefit related programs and to assist in the compliance of Federal and State laws. Qualified firms will have extensive experience in performing insurance analysis and assistance with plan recommendations for a self-insured school district exempt from the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The successful respondent will work directly with the PSD Benefits Manager and Benefits Committee.

The District shall provide copies of this RFP to Firms through the electronic solicitation platform www.bidnetdirect.com where registered Firms are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their Firm's response thereto. The District may provide copies of this RFP to other Firms upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on Wednesday, May 22, 2019. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document via www.bidnetdirect.com
Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals from Firms, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MST on Wednesday, June 12, 2019, at which time the submission portal will close, and no further submissions be allowed or considered.

The electronic bids will be opened in the Procurement Services Conference Room of the Information Technology Center, 2413 LaPorte Avenue, Fort Collins, 80521.

It is the sole responsibility of the Firm to see that the proposals are submitted through the BidNet portal by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

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BACKGROUND

Poudre School District (the District) is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

Poudre School District employees are represented by three employee groups. Licensed employees are represented by the Poudre Education Association (PEA). Administrators may join the Professional Association of School Executives (PASE). Classified employees are represented by the Association of Classified Employees (ACE). Benefits are negotiated annually with all three employee groups present.

BENEFITS BACKGROUND:

Eligibility

The District offers a comprehensive suite of benefits to employees regularly contracted to work 70% (28.15 hours) or more per week. Refer to Appendix A for Eligibility Criteria. Approximately 3,400 employees are eligible for medical, dental, life, and vision benefits. Employees are eligible the first of the month following their date of hire and enroll using the medical third-party administrator’s online enrollment system.

Benefit Offerings and Renewal

The table below summarizes the current benefits offered and enrollment details for each offering. All plans are on an August 1 renewal schedule with an August 1 – July 31 plan year. The annual open enrollment period is held in July.

Coverage Type	Plan Name	Funding	Carrier/TPA	Enrollment	
Medical	PPO-1	Self-insured	UCHealth Plan Administrators	Employees	2572
				Spouses	326
				Children	1106
				Total	4004
	PPO2	Self-insured	UCHealth Plan Administrators	Employees	514
				Spouses	123
				Children	331
				Total	968
Dental		Self-insured	Metlife Dental	Employees	3114
				Spouses	593
				Children	1543
				Total	5308
Vision		Fully Insured	VSP	Employees	2118
				Spouse/Children	1285
				Total	3403
Basic Life/AD&D		District Paid	Standard Insurance	Employees	3480
Optional Life	Employee Paid	Standard Insurance	Employees	454	
			Spouses	154	
			Children	211	
			Total	819	
Short-Term Disability	District Paid	Standard Insurance	Employees	3682	
Long-Term Disability	District Paid	Standard Insurance	Employees	3682	
FSA - Dependent Care	Employee Paid	UCHealth Plan Administrators	Employees	96	
FSA - Medical	Employee Paid	UCHealth Plan Administrators	Employees	550	

Both PPO plans include prescription coverage which is administered by OptumRX.

The District offers additional voluntary benefits including cancer and intensive care insurance, identity theft, legal services, pet insurance, and deferred compensation plans (401k, 403b, and 457b).

Benefit Premiums

The District pays a significant portion of the premium for employee-only coverage, but amounts vary based on scheduled hours/contract percentage. Dependent premiums are paid by the employee. Premiums are paid in arrears from an employee's monthly paycheck. See Appendix B for additional premium details.

Benefits Committee

Input into the benefits offered to employees, benefit design, benefit premiums, and vendor selection is provided through the Benefits Committee. This committee meets once a month during the school year and consists of district staff and representatives appointed by the ACE, PASE, and PEA associations. The benefits consultant must be available to attend these meetings. Meetings are held from 4 – 5:30 p.m. on the third Tuesday at the Johannsen Support Services Center in Fort Collins, Colorado.

Third-Party Administrator Information

UCHealth Plan Administrators, the District's medical third-party administrator, provides automated eligibility feeds two times per month to OptumRX, Metlife, Vision Service Plan, and Employee Assistance Services.

As a self-funded employer, we carry a stop loss policy on the medical and prescription benefits. This policy is currently in place with Voya.

COBRA services are administered by UCHealth Plan Administrators.

Employee Health & Wellness

The District is committed to supporting employees and promoting a healthy work/life balance in every way. The District provides a cohesive and innovative program to attend to all aspects of physical and emotional health and wellness. Key services include employee assistance services, an employee health clinic, employee wellness program, and lifestyle health services. The District has partnered with University of Colorado Health, Associates in Family Medicine, Genesis Health Clubs, and UCHealth Plan Administrators to provide these services.

PSD OBJECTIVES:

Our goal is to select the Firm who will be the most effective and proactive partner in performing the full range of services related to the design, implementation, maintenance, communication, and improvement of our employee benefits. These services include, but are not limited to the following:

Administrative Assistance/Support

- Attend benefits committee meetings.
- Be available to assist in preparation of presentations for administrators, negotiations, and meetings with the District's Board of Education.
- Monitor vendor performance and service levels and act as liaison and advocate for the District with carriers/providers for service issues, as requested.
- Attend meetings with carriers/providers.
- Assist the District with the implementation and communication of new programs/benefits or changes to existing programs/benefits

Benefit Plan Design/Redesign

- Review the District's benefit package for marketplace competitiveness
- Review recommended program development or changes, including but not limited to, alternate plan designs, benefit changes or enhancements, approaches to cost management, and effective integration with supplemental services such as Employee Assistance Services (EAS).
- Employ industry best practices to assist with design, implementation, maintenance, communication, and improvement of District's health and welfare plans.
- Evaluate, pursue, and recommend innovative plan designs or delivery systems that encourage access to, and use of, high quality and value/lower cost services to contain costs

Claims Review and Analysis

- Review and analyze claims experience data, claims service, and claims administration to ensure maximum benefit to the District.
- Provide monthly claims and enrollment tracking reports for all employee benefit plans.
- Prepare annual Incurred but Not Reported (IBNR) projections.

Innovation and Strategic Planning

- Provide guidance on benefit trends nationally, regionally and locally including value-based design, alternate payment designs, direct provider contracts and/or value-based purchasing
- Recommend innovative ideas and new products, programs, and services to ensure a competitive, valued and cost-effective benefits program
- Assist the District and benefits committee to develop a multi-year strategic plan based on short- and long-term objectives, funding, cost containment methods, cost-sharing, specific plan design, data and progressive forecasting, and PPACA compliance.
- Provide innovative approaches and opportunities to improve member engagement for both the health population and the population with chronic conditions to assist in minimizing benefit costs.

Legislative Instruction and Compliance

- Review, advise and assist the District to ensure benefit and wellness plans/programs are legally compliant with Federal, State, and local requirements.
- Provide timely notification/updates to the District on changing benefit regulations and legislative rulings that impact benefits.

Ongoing Plan Administration

- Prepare financial projections, present existing and proposed alternative coverages, model employee contributions and market plans, as appropriate.
- Provide financial modeling of cost effects of new laws/regulations
- Assist with obtaining and reviewing plan documents and summary of benefit coverage documents.
- Support the District's benefits staff in providing benefits-related advisory services and responding to compliance-related questions.
- Provide annual reports outlining the in-force programs and their status, and a preliminary marketing report describing the market conditions for each benefit. This report should outline suggestions and recommendations for our strategy and will include the following items:
 - Complete list of in-force policies, carriers, renewal dates, and rates
 - Evaluation of overall insurance programs compared to similar employers

- Forecast of market conditions and expectations of renewals
- List of contract modifications and recommendations for each benefit
- Account history, by benefit, of claims and premiums
- Summary of activity on open, ongoing claims
- Review of future goals and long-term strategy
- Service analysis / improvement areas

Renewal and Contract Negotiation

- Identify potential carriers/providers and assist with negotiating the best possible contracts with such carriers/providers based on the District's needs (such as ability to administer based on plan design, pricing, etc.)
- Complete vendor renewal analysis and negotiations, including establishing premium equivalents, benefit levels, and plan design.
- Develop a mutually agreeable renewal action plan and timeline for all applicable benefits plans.
- Coordinate with carriers/providers to ensure timely issuance of policies/contracts.
- Provide implementation support for carrier/provider changes.
- Review contracts and other documents for accuracy of rates, eligibility, negotiated coverages, adherence and performance standards/guarantees etc. and make recommendations on contracts.

Special Projects

- Provide suggestions for cost-effective wellness initiatives
- Provide support as requested for annual open enrollment.
- Draft or assist in drafting, reviewing, issuing, and evaluating Requests for Proposals, as needed.

1.0 GENERAL CONDITIONS

- 1.1 Firm must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.2 Proposals must meet or exceed specifications contained in this document.
- 1.3 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.4 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Firm. Any proposed modification must be accepted in writing by the District prior to award of the Agreement.
- 1.5 Each Firm (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and local codes, laws, rules and regulations.
- 1.6 The awarded Firm shall furnish all supplies and services, which conform to all applicable safety codes and regulations.
- 1.7 Contact with District personnel regarding this Solicitation, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.

- 1.8 Information and materials submitted in response to this Solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Firm believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Firm believes they are confidential. The District, not Firm, shall determine whether information and materials so identified will be withheld as confidential, but will inform Firm in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.9 The accuracy of the Firm's response is the sole responsibility of the Firm. No changes in the proposal shall be allowed after the submission deadline, except when the Firm can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.10 Responses shall contain a signature of an authorized representative of the Firm in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate the response.
- 1.11 For services requiring Firm's presence on District property and the project site, the Firm must provide proof of insurance that meets the insurance requirements stated in section 7.0 of this document.
- 1.12 The awarded Firm is not permitted to transfer any of its rights, interests or obligations in the project whether by assignment or otherwise, without prior written consent of the District's Procurement Services Department.
- 1.13 Firm must note in their response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Firm fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Firm agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Firm. Nothing contained in the Agreement or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.14 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Firm as deemed in the best interest of the District. There is no expressed or implied obligation for the District to reimburse responding Firms for any expenses incurred in preparing proposals in response to this request.
- 1.15 Responses to this Solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.16 Only the names of the companies submitting proposals will be disclosed prior to the completion of Agreement negotiations.

- 1.17 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Firms are encouraged to check the Rocky Mountain E-Purchasing System/BidNet website prior to finalizing responses to ensure additional requirements are incorporated into its submissions.
- 1.18 The District reserves the right to negotiate further with one or more Firm(s) or to request additional information. Should the District determine in its sole discretion that only one Firm is fully qualified or that one Firm is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Firm.
- 1.19 In the event the District has reasonable grounds to believe that any individual assigned to perform work under Solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an Agreement cannot be performed as a result of such action, the Agreement may be terminated.
- 1.20 The initial agreement between PSD and the awarded vendor is planned to commence in August 2019 and continue in full force through July 31, 2020 unless earlier terminated by PSD as provided in section 1.21 below. The Agreement, at the option of the District, may be extended for up to four (4) additional one (1) year terms, with the commencement of a written mutually agreed upon amendment to the Agreement for each one (1) year term.
- 1.21 Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.20 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Firm no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Firm shall be paid up to the date of termination for services performed under and in accordance with this Agreement.
- 1.22 Notwithstanding any other term or provision of this solicitation, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.23 Independent Contractor
- 1.23.1 The Firm shall provide the services as an independent contractor of the District. As such, the Firm shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this Solicitation.
- 1.23.2 The Firm shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local

laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Solicitation.

1.23.3 Nothing in this Solicitation or as a result of this Solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Firm and the District. The future Firm will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Firm and shall not represent itself to be a partner, agent or representative of the Firm.

1.24 Certification Regarding Illegal Aliens

1.24.1 Firm certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement and will not enter into an Agreement with a subcontractor that fails to certify to Firm that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Firm also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Firm's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.24.2 Firm shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Firm obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Firm shall notify the subcontractor and the District within three (3) days that Firm has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien.

Firm shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Firm participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 1.25 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Firm to perform the work. Firm shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Firm fails to satisfy the District that such Firm is properly qualified to carry out the obligations of the Agreement and to complete the work/furnish the item(s) contemplated therein.
- 1.26 An Agreement resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
- 1.27 The awarded Firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.28 Firm may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Manager within seventy-two (72) hours after the receipt of the notice of award.
- 1.29 In the event the awarded Firm defaults on its Agreement or the Agreement is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Firm or from other sources during the remaining term of the terminated/defaulted Agreement. Under this arrangement, the District shall charge the awarded Firm any differences between its price and the price to be paid to the next lowest Firm, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.30 Although this Solicitation may specify the number of items/services intended to be purchased by the District, it is understood and agreed that the District may, during the term of the Agreement, purchase additional quantities of the same model or brand of item, or type of service at the contracted price from the awarded Firm.
- The option, if exercised, is the prerogative of the District and shall be honored by the Firm as a condition of the Agreement award. While the quantities are stipulated in this solicitation, it is hereby agreed and understood that the District has the right to adjust/reduce the quantities ordered or services provided in conjunction with this Solicitation based on budgetary restrictions.
- 1.31 During the term of the agreement, the Firm shall be responsible to correct, at its expense, any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Scope of Work. The Firm will correct all defects and/or deficiencies associated with this Agreement and/or documentation within five (5) business days of notification from the District in writing to the Firm of such defects and/or deficiencies within such period, as may be necessary to make correction(s) using all due diligence and dispatch as mutually agreed upon between the District and the Firm.
- 1.32 The awarded Firm shall submit an invoice to the District's accounts payable department for completed services. The invoice shall reference the appropriate purchase order number. The date of the invoice shall not exceed thirty (30)

calendar days from the date of completion of services. Under no circumstances shall the invoice be submitted to the District in advance of the delivery and written acceptance of the services.

- 1.33 For the purposes of Solicitation evaluation, Firm must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Firm's response, it shall be construed that the response fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or as a whole, do not meet the standards established in the specifications.
- 1.34 The District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental procurement agents, or agency representatives responsible for the procurement function.

These organizations include:

Colorado Educational Purchasing Council (CEPC) - A cooperative procurement organization comprised of procurement agents/buyers representing all Colorado public school districts.

Multiple Assembly of Procurement Officials (MAPO) - A cooperative procurement organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

Members of these organizations, at their discretion, may request use of the Agreement or awards that result from this solicitation. Each governmental entity which uses an Agreement(s) resulting from this solicitation would establish its own Agreement, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Firm.

It is understood and agreed that the Poudre School District is not a legally binding party to any contractual Agreement made between another governmental entity and the Firm as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SCOPE OF SERVICES

Provide detailed responses to the requirements listed below.

2.1 Legal/Legislative Compliance

- 2.1.1 Describe your Firm's policy around HIPAA compliance and maintaining client records in a HIPAA secure environment.
- 2.1.2 Explain how your company stays current with changes in Federal and State laws and how this information will be communicated to the District.
- 2.1.3 Describe the level of support you offer in updating compliance materials such as plan documents, summary plan descriptions, etc.
- 2.1.4 Does Firm have in-house legal counsel or outside counsel who provide guidance to Firm and clients? Please note whether these services are included in your proposed pricing.
- 2.1.5 Describe any audit services that you provide for claim audits or dependent eligibility audits.

2.2 Communication/Education

- 2.2.1 Describe standard package of employee communications and open enrollment services. Please provide samples.
- 2.2.2 Describe methods Firm employs to disseminate information about current trends and legislation related to benefit and wellness topics. Please provide samples.
- 2.2.3 Describe the types of information and services available on your client website.

2.3 Reporting Services

- 2.3.1 Provide an overview of your utilization and financial reporting and analytics capabilities. Include a sample of the client reports that are included in your proposed pricing.
- 2.3.2 Describe any customized or ad hoc reporting capabilities including internet capabilities.
- 2.3.3 What resources do you use for benchmarking?
- 2.3.4 How will you help with the management of insurance, including monthly preparation of claims activity reports from carriers; executive summary reports, annual financial projections for budgeting purposes; and underwriting analysis for annual renewals?

2.4 Strategic Planning/Vendor Selection

- 2.4.1 Describe how will you help the District with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of contracts for annual renewals.

- 2.4.2 Describe how you would assist with premium funding projections. Outline your ability and the resources (actuaries, economic forecasting, etc.) you use to establish trends and recommendations in plan design.
- 2.4.3 Describe any innovative cost-saving solutions your Firm has implemented in the past three (3) years with return on investment data. Describe how your Firm contributed to the success of the implementation.
- 2.4.4 Have you done direct contracting with primary care physicians, specialists, and/or other medical providers on behalf of a client? If so, provide 2-3 examples of how your Firm successfully worked with your client on direct contracting.
- 2.4.5 Explain how you ensure that performance standards for the District vendors are negotiated and met.
- 2.4.6 Describe your Firm's experience with assisting and preparing RFPs for services.
- 2.4.7 Will your Firm assist the District in 403(b) Tax Sheltered annuity compliance? Describe the fee associated with this.

3.0 PROPOSAL REQUIREMENTS

Offerors must respond to each requirement below.

3.1 Background and Organization Information

- 3.1.1 Briefly furnish your organization's history, legal form (sole proprietorship, partnership, corporation and State of incorporation), number and location of offices, number of employees, days/hours of operation and other pertinent data.
- 3.1.2 Indicate how many years your Firm has been active in the employee benefit consulting business.
- 3.1.3 Describe your Firm's experience in self-funded environments and working with K-12 public school districts.
- 3.1.4 Specifically highlight qualifications that distinguish your organization from competitors making you uniquely qualified to work on the District's account.
- 3.1.5 What percentage of your total clientele are K-12 public school districts? What is your client retention rate?

3.2 Client Service/Quality Assurance

- 3.2.1 Describe structure and responsibilities of account service team that would be assigned to the District.
- 3.2.2 Submit professional biographies of the individual(s) who will be assigned to provide the requested services, including their

qualifications and recent related experience providing similar services.

- 3.2.3 List the three (3) largest clients for whom the account service team is involved with on an ongoing basis.
- 3.2.4 Describe your organization's commitment to quality and monitoring client satisfaction. Include response time and quality standards, availability of account service team, guarantees around service levels, ability to meet deadlines, the accuracy of financial projections, etc.
- 3.2.5 How does Firm identify and manage conflicts of interest?
- 3.2.6 Describe and provide examples of how your Firm is taking a leadership role within the industry.
- 3.2.7 Describe how you propose to transition the District's account to your Firm, should you be selected.

3.3 Compensation/Fees

- 3.3.1 Describe your proposed form of compensation (i.e., commission, annual retainer, fee for service) for all services described in this RFP. Provide your fee schedule for the term of this contract. If applicable, include start-up fees and monthly fees.
- 3.3.2 If all requested services are not included in your core pricing, outline additional fees, including the hourly rate for services performed beyond the normal scope of services.
- 3.3.3 All sources of expected revenue must be disclosed to the District, including override compensation, marketing fees, management fees, bonuses, and documentation of commissions received from carriers/insurers. Do you have the ability to offset fees with commissions received from carriers/insurers?

4.0 FIRM QUALIFICATIONS

Responding organizations must possess the following criteria and qualifications:

4.1 Firm Experience

- 4.1.1 The Firm must, at a minimum, have at least five (5) continuous years of experience in the benefits consulting marketplace.
- 4.1.2 The Firm must have public sector clients with, at a minimum, two (2) of them being K-12 public school districts.
- 4.1.3 The Firm must be licensed in the State of Colorado.

4.2 Serving Professionals Experience

- 4.2.1 The key individual(s) providing benefit consulting must have at least five (5) years of experience as a benefits consultant.

4.2.2 The key individual(s) must work out of a local office to have the ability to attend required meetings, negotiations, etc.

5.0 REVIEW AND ASSESSMENT

5.1 Professional firms will be evaluated on the following General Qualifications criteria. These criteria will form one basis for review of the written proposals and interview session.

5.2 The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Qualification	Weight	Standard
Scope of Services	8	<ul style="list-style-type: none"> • Demonstrated ability to meet all of the PSD objectives • Demonstrated understanding of work to be performed
Pricing	6	<ul style="list-style-type: none"> • Best value for the District for all services to be provided • Value added components: discounts, programs offered
Capability	3	<ul style="list-style-type: none"> • Professional, technical, and managerial qualifications and experience of company and personnel assigned to account • 5 years in marketplace • Local personnel
RFP Preparation and Compliance	2	<ul style="list-style-type: none"> • Completeness and thoroughness • Organization
References	1	<ul style="list-style-type: none"> • At least 3 references • K-12 public school district references are preferred.

The proposal will be evaluated on a cumulative point system.

6.0 REFERENCE EVALUATION

6.1 The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Are you pleased with the services provided? How long have you had them as a consultant?
Compliance and Communication	Do they understand and comply with current regulations and assist you with doing so? Do you have any confidentiality concerns? Do you like their communication methods? What are they?
Customer Service	Is there an understanding of professional practices and procedures? On a scale of 1 – 10, how would you rate their customer service? Why do you give them this rating?
Reporting	Are the service provider reports thorough and complete? What do you like most about the reports they provide? Are they delivered when promised? Have they customized reports for you?
Specific Contract Requirements	Is the service provider able to provide services per required schedules? Have you had any issues with non-compliance?

7.0 INSURANCE

Firm shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Firm shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Firm. Firm shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 7.0 shall not reduce the indemnification liability that Firm has assumed in section 7.1 below.

Professional Liability

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Annual Aggregate Limit \$1,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Firm warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

Workers' Compensation and Employers' Liability*

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

* This requirement shall not apply if Firm is exempt under the Colorado Workers' Compensation Act **AND** if Firm has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

7.1 INDEMNIFICATION

Firm shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Firm's operations, provision of Services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings.

Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

8.0 MODEL FORMAT OF PROPOSAL

To simplify the review process and obtain the maximum degree of comparability, proposals should be organized in a manner specified by this RFP as follows:

8.1 Title Page

8.1.1 Show the RFP subject, the name of the proposing Firm, local address, telephone number, email address, name of the contact person, and the date.

8.2 Table of Contents

8.2.1 Include a clear identification of the material by section and by page number.

8.3 Letter of Transmittal – Limit to two (2) page

8.3.1 Briefly state the proposer's understanding of the work to be done. Describe your Firm's current workload capacity and the Firm's ability to take on the scope identified in this RFP document.

8.3.2 State the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), telephone number(s), and email address(es).

8.4 Summary of the Proposer's Qualifications

8.4.1 Specifically respond to each item within "4.0 Firm Qualification Requirements," in the sequence presented in this RFP.

8.5 Proposer's Approach

8.5.1 Submit a work plan to accomplish the scope defined in "2.0 Scope of Services."

8.5.2 Submit detailed responses to requirements defined in "3.0 Proposal Requirements."

8.6 Reference Form

8.6.1 Submit completed reference form "10.0 Reference Form."

8.7 Summary Statement

8.7.1 Submit a summary statement relative to your Firm's qualifications (Section 4.0) in the employee benefits consulting marketplace, as well as a brief description of any special considerations the District should consider, such as:

- Industry specialties not addressed in this RFP
- Unique industry strategies not addressed in this RFP

8.8 Complete Proposal Certification Form

8.8.1 Submit the signed "11.0 Proposal Certification Form."

9.0 PROPOSAL CHECKLIST

_____ Proposal includes detailed responses to the requirements listed in the Scope of Services in Section 2.

_____ Proposal includes detailed responses to each point of the Proposal Requirements in Section 3.

_____ Proposal response is in the format as described in Section 8.0

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10.0 REFERENCE FORM

**REQUEST FOR PROPOSAL
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP #19-69N-002**

References are mandatory – List three (3) references, preferably K-12 public school districts, for which your company has completed similar services for projects of similar scope.

10.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

11.0 PROPOSAL CERTIFICATION FORM

REQUEST FOR PROPOSAL
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP# 19-69N-002

The District will only accept and consider electronically submitted proposals from Firms, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MST on Wednesday, June 12, 2019.

The undersigned hereby affirms that:

- Firm is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Firm has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- Firm will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the Firm's proposal responding to the solicitation.
- Firm meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Firm's proposal is being offered independently of any other Firm and in full compliance with the terms specified in the solicitation.
- Firm will accept any awards made to it, contingent on Agreement negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Firm Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

(if different from Agent – include email address and phone number)

NOTE: Proposals submitted without a signature of an authorized agent of the Firm may be considered non-responsive and ineligible for the award.

APPENDIX A

Benefit Eligibility

Excludes temporary, substitute, employees on the “S” Salary Schedule, and any employees with variable working hours.

Administrative and Licensed Employees

	Hours Per Day or Contract Percentage		
	Admin Employees Licensed Employees	Less than 5.60 hrs. Less than 70%	5.60 – 7.99 hrs. 70% - 99.99%

Classified Employees

Standard Assignment in Days	Hours Per Day		
141	Less than 7.39	7.39 – 8.00	-
174	Less than 5.99	5.99 – 8.00	-
175	Less than 5.95	5.96 – 8.00	-
177	Less than 5.89	5.89 – 8.00	-
180	Less than 5.79	5.79 – 8.00	-
182	Less than 5.73	5.73 – 8.00	-
185	Less than 5.63	5.63 – 7.99	8.00
186	Less than 5.60	5.60 – 7.95	7.96 – 8.00
190	Less than 5.49	5.49 – 7.78	7.79 – 8.00
195	Less than 5.35	5.35 – 7.58	7.59 – 8.00
200	Less than 5.21	5.21 – 7.39	7.40 – 8.00
205	Less than 5.09	5.09 – 7.21	7.22 – 8.00
208	Less than 5.01	5.01 – 7.11	7.12 – 8.00
210	Less than 4.96	4.96 – 7.04	7.05 – 8.00
215	Less than 4.85	4.85 – 6.88	6.89 – 8.00
220	Less than 4.74	4.74 – 6.72	6.73 – 8.00
225	Less than 4.63	4.63 – 6.57	6.58 – 8.00
230	Less than 4.53	4.53 – 6.43	6.44 – 8.00
261	Less than 4.00	4.00 – 5.67	5.68 – 8.00

Benefits			
Health Insurance	No	Yes	Yes
Dental Insurance	No	Yes	Yes
Life & AD&D Insurance	No	Yes	Yes
Voluntary Life Insurance	No	Yes	Yes
Vision	No	Voluntary	Voluntary
Short- and Long-Term Disability (PSD paid)	Yes - 15 or more scheduled hrs./wk.	Yes	Yes
Flexible Spending Accounts	Optional	Optional	Optional
Tax Deferred Plans (401k, 403b, 457)	Optional	Optional	Optional

Classified employee eligibility is based on assignments that are normally scheduled for a minimum of 1,041.55 hours (185 days at 5.63 hours per day) in an academic year.

Appendix B

Current Health, Dental, and Vision Rates

		Eligibility Requirements *8 hours per day (classified) or 100% (admin/licensed)		Eligibility Requirements *5.63 - 7.99 hours per day (classified) or 70 - 99.99% (admin/licensed)	
	Total Premium	Monthly Employer Paid Benefit	Monthly Employee Share**	Monthly Employer Paid Benefit	Monthly Employee Share**
PPO-1 Plan					
Employee Only	640.00	613.00	27.00	538.00	102.00
Employee/Spouse	1376.00	613.00	763.00	538.00	838.00
Employee/Children	1144.00	613.00	531.00	538.00	606.00
Employee/Family	1522.00	613.00	909.00	538.00	984.00
PPO-2 Plan					
Employee Only	565.00	538.00	27.00	538.00	27.00
Employee/Spouse	1210.00	538.00	672.00	538.00	672.00
Employee/Children	1005.00	538.00	467.00	538.00	467.00
Employee/Family	1334.00	538.00	796.00	538.00	796.00
Dental					
Employee Only	45.00	45.00	0.00	45.00	0.00
Employee/Spouse	103.00	45.00	58.00	45.00	58.00
Employee/Children	103.00	45.00	58.00	45.00	58.00
Employee/Family	142.00	45.00	97.00	45.00	97.00
Vision					
Employee Only	8.91	0.00	8.91	0.00	8.91
Employee plus one	17.09	0.00	17.09	0.00	17.09
Employee plus two or more	27.57	0.00	27.57	0.00	27.57

* Based on standard 185-day (9 month) contract.

** The monthly employee share for medical premiums can be reduced by \$25 per month for participating in PSD's wellness program.