

**Request for Qualifications #25-02**  
**Health Insurance Brokerage and Consulting Services**

Issue Date	August 15, 2024
Question & Answer Deadline	August 22, 2024 at 2:00 PM
Due Date / Time	September 10, 2024 at 2:00 PM

Direct all inquiries in writing to:

Mickey Hudson  
Administrator of Risk Management  
Panhandle Area Educational  
Consortium  
Mickey.hudson@paec.org

Sealed responses will be received by the Panhandle Area Educational Consortium, Administrator of Risk Management, 753 West Boulevard, Chipley, FL 32428. Please note that receipt of response means DELIVERED AND DATE/TIME STAMPED RECEIVED IN PANHANDLE AREA EDUCATIONAL CONSORTIUM OFFICE. Responses must be delivered in a SEALED package with the RFQ name, RFQ number, and Due Date/Time clearly marked on the outside of the package.

Responses will not be accepted or considered after the specified time and date listed above.

## Table of Contents

1. OVERVIEW	3
2. EVALUATION OF RESPONSES	3
3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED	7
4. SUBMISSION REQUIREMENTS:	12
5. INSTRUCTIONS TO PROPOSER	14
6. GENERAL TERMS AND CONDITIONS	16
7. SPECIAL PROVISIONS	17
8. SCOPE OF WORK	20
9. REFERENCES	26
Appendix A	27
Appendix B	28
Appendix C	30
Appendix D	31
Appendix E	32
Appendix F	33
Appendix G	35

**REQUEST FOR QUALIFICATIONS #25-02**  
**HEALTH INSURANCE BROKERAGE AND CONSULTING SERVICES**

**1. OVERVIEW**

- 1.1. Purpose: The Panhandle Area Educational Consortium, hereafter referred to as "PAEC", is seeking responses from qualified proposers interested in providing Insurance Brokerage and Consulting Services. The recommended award will be to the most qualified proposer(s) as determined by recommendation from the Evaluation Committee to the Administrator of Risk Management.
- 1.2. Consortium Profile: The Panhandle Area Educational Consortium (PAEC) is Florida's first, legislatively (**SS 1001.451**) created Educational Consortium, founded in 1967 as a support unit to help small districts with limited resources to better serve children, teachers, and administrators. PAEC presently serves 15 member districts, representing over 45,000 students, as well as many other non-member districts who purchase services on a contract basis.
  - 1.2.1. Scope of Work: The scope of work under this contract is specified in Section 8 of this RFQ.
  - 1.2.2. Contract Structure: PAEC shall contract the above-mentioned services under a single contract. The single contract, however, shall be packaged into one Master Service agreement with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided.
  - 1.2.3. Contract Term and Sequence: The Master Service Agreement (MSA) is the first Agreement that shall be exercised for three years with two (2) one year renewals as approved by PAEC. Separate and individual Scopes of Work (SOW) may be issued that are specific to the needs of the project.

**2. EVALUATION OF RESPONSES**

**Responses shall be reviewed and evaluated by a Consortium Evaluation Committee.**

- a. The award shall be made to the Proposer that best meets PAEC needs.
- b. All responses properly completed and submitted shall be accepted by PAEC. However, PAEC reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFQ according to its best interest;
- c. PAEC also reserves the right to waive minor irregularities in responses if that action is in the best interest of PAEC. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFQ or excuse the Proposer from full compliance with the specifications stated in this RFQ or resulting contract;
- d. PAEC reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information the Consortium may deem necessary:
  - i. PAEC reserves the right to further negotiate any response, including price, with the highest rated Proposer. If a contract cannot be reached with the highest rated Proposer, the Consortium reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until a contract is reached;
  - ii. PAEC shall not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by

PAEC;

- iii. PAEC, at its sole discretion may waive the requirement to have demonstrations or interviews;
- iv. PAEC, at its sole judgment, will award or reject any or all responses as is in the best interest of PAEC and the decision shall be final.

## 2.2. EVALUATION STEPS

- 2.2.1. Response Opening: Response submittals shall be received and publicly opened. Only the names of Proposers will be read at this time. Responses will be forwarded to Evaluation Committee.
- 2.2.2. Step 1: In this stage, Evaluation Committee shall evaluate each written response based on the evaluation criteria listed in 2.4, using a 1-100 rating system.
- 2.2.3. Optional Step 2: In this stage, if deemed necessary by the Evaluation Committee, the finalists shall be notified by the Administrator of Risk Management of the process for the oral presentations.
- 2.2.4. The finalists and their sub proposers may be required to appear (face to face required), in no particular order before the Evaluation Committee and/or PAEC Board, for an oral presentation/interview of their response and detailed discussion of the elements of their response;
  - a. The Administrator of Risk Management will assign the date for the on-site demonstrations and/or oral presentations;

- b. The vendor’s key team members should actively participate in the oral demonstration/presentations to the Evaluation Committee and/or PAEC Board at the vendor’s discretion. Members of the Evaluation Committee and/or the PAEC Board or their appointees may direct questions to specific members of the vendor’s team;
- c. It is requested that each presenter(s) for a given vendor only be present in the meeting room during their appointed time.
- d. PAEC reserves the right to invite additional subject matter experts from PAEC and/or its representatives to sit in and observe the oral demonstrations/presentations;
- e. Following the oral presentations, PAEC may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the Evaluation Committee scoring;
- f. Using the evaluation criteria in Section 2.4, each member of the Evaluation Committee will separately score each vendor’s oral presentation using a 1-100 rating system. After all presentations, the Administrator of Risk Management will combine the evaluation scores submitted by all Evaluation Committee members and shall determine the highest scoring vendors based on the total evaluation scores received.
- g. The Evaluation Committee will confer with the Administrator of Risk Management to formulate a recommendation of the successful presenter back to the full PAEC Board for a vote. The successful vendor will be notified within 24 hours of the Board vote.

2.2.5. Basis of Award: Recommended award shall be made to the highest ranked Vendor whose response is determined in writing to be the most advantageous, bringing “best value” to meet the criteria of PAEC. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Vendor, recommendation for contract award will be submitted to the Board of PAEC and the Washington County School Board.

2.2.6. Selection Criteria: This procurement will comply with applicable Board Policies, State Board Rules, and Florida Statutes. The selection of a firm may be made without discussion with Proposer(s) after responses are received. Therefore, responses should be submitted complete with all pertinent information.

- a. No Proposer shall have any rights against PAEC arising from such negotiations.

2.3. EVALUATON CRITERIA

2.3.1. The evaluation table below shows the evaluation criteria for both steps. These criteria shall be used through the evaluation process as described subsequently:

Criteria No.	Main Criteria Description	Weight
1.	Qualifications, Experience of Team members and References	0-30
2.	Vendor Methodology	0-10
3.	Staffing Plan to demonstrate how Vendor will meet Scope of Services	0-25
4.	Local Office Presence/ Ability to be onsite as needed	0-10
5.	Other Firm capabilities & Pricing	0-25
	TOTAL	100 pts

## 2.4. Schedule/Project Timeline

August 15, 2024	RFQ #25-02 Published
August 22, 2024 2:00 PM CT	Last Day to Request Additional Information or Clarification
September 10, 2024 2:00 PM CT	Response Due Date
TBD	Evaluation Committee Review
TBD	Contract Awarded after PAEC BOD Meeting

## 3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

- 3.1. Response Order: In order to maintain comparability and consistency in review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFQ to which they pertain. Please submit **one (1)** unbound original (clearly marked as such) and five (5) exact duplicates for a total of six (6) physical copies. **One electronic copy on USB flash drive is also required** for document management purposes. To create the electronic copy, scan the entire response and save it as one (1) pdf document. Responses not meeting the requirements below may be determined to be non-responsive. Non-responsive responses will receive no further consideration.
- 3.1.1. **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the response, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.
- 3.1.2. **Tab 1 - Cover Letter and Compliance Information:** Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific response. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFQ. Clearly demonstrate your familiarity with the RFQ. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response are considered to be accepted by the proposer. A person who is authorized to commit the Proposer's organization to perform the services included in the response must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. The prospective Proposer hereby certifies, by submission and signature of this letter, complete and unconditional acceptance of the requirements, terms, and conditions of this solicitation and all appendices and any Addendum released hereto.
- a. Include under this tab the following signed forms (*An original form and signature is required. **These forms must not be modified in any manner.***).
- i. Vendor's Statement of Qualifications (Appendix A)
  - ii. Public Entity Crimes (Appendix B)

- iii. Federal Debarment Certifications (Appendix C)
- iv. Non-Collusion Affidavit (Appendix D)
- v. Public Records Act/Chapter 119 Requirements (Appendix E)
- vi. Statement of Affirmation (Appendix F)
- vii. Drug-Free Workplace Certification (Appendix G)

3.1.3. Type of Business: The Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership; bank reference; and other information to verify financial responsibility.

- a. If the Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- b. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.
- c. Principals: The Proposer must provide the name and address of all persons or entities serving or intending to serve as principals in the Proposer's firm.
- d. License Sanctions: List any regulatory or license agency sanctions that would impact your ability to complete the Scope of Service. The Board may perform a background check on Proposer with all state and regulatory agencies.
- e. Drug-Free Workplace: If applicable, provide a statement concerning the Proposer's status as a Drug-Free Work Place. (Reference Appendix G) Responses received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.
- f. Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to Appendix F) included in this package

3.2. **Tab 2 – Qualifications, Experience of Team Members and References:** Summarize the qualifications of the Proposer's project team. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of PAEC contract.

- 3.2.1. In order to be considered for award, Proposer must demonstrate financial stability to PAEC. Proposer must provide at a minimum one of the following:
- a. A Statement from a Certified Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings. **OR**
  - b. Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report shall be delivered to the Director of Business Services. All costs associated with this report shall be borne by Proposer. **OR**
  - c. Certified Financial Statements – Copy of audited financial statement for each of the last two years, by an independent certified public accounting firm or Federal Tax Return for previous years.

3.2.2. Background - Provide a profile of your organization:

- a. Provide a core contact with name, title, email, address, phone, and fax
- b. Where are your corporate offices located?
- c. Please list the number of years your company has been in operation.
- d. Describe your support and quality assurance resources.
- e. Company website
- f. Number of clients: Active and Inactive.
- g. Provide evidence of licensing required to support group policies inside and outside the State of Florida.

3.2.3. Experience - Describe your company's experience with the services specified. Prefer at least five years' experience working with school Consortiums.

- a. Describe how your organization is organized and staffed to support the required services in the scope of work.
- b. Identify key personnel and provide biographical information pertaining to their backgrounds, expertise and job descriptions. Provide an organizational chart.
- c. How would this team be organized to service our organization?
- d. PAEC will require a single point of contact for all services. Does your company have a dedicated resource with a knowledge base around the educational sector?
  - i. Who
  - ii. Biography
  - iii. Job Description

3.2.4. References: Please provide three (3) public entity clients as references, including at least one whose medical coverage is self-funded. Proposers shall be required to sign the form in Section 9 giving PAEC authorization to contact and check previous performance on projects. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. PAEC will contact these references during the evaluation process. Non-responsive references may reflect negatively on the vendor.

**3.3. Tab 3 Vendor Methodology:**

3.3.1. Vendor Methodology

- a. Describe plan for performing the work specified. For each of the required services identified in the scope of services, describe how your firm will accomplish each activity. Include practices, methods, and processes that determine how best to plan, develop, control and deliver the work specified until successful completion.
- b. Discuss overall communications methodology for communicating to key target audiences/stakeholder groups such as project team members, users, and external (resident and vendor) community.
- c. Define the expectations that you have of your clients.



- d. Describe any additional value added services that vendor is proposing.

### 3.4. **Tab 4: Staffing Plan**

Proposers are required to submit a staffing plan, including a listing of all sub-contractors, if applicable, and a description of the project team roles. The submission shall incorporate the following:

- Project organization chart showing PAEC and Proposer staff, role descriptions, and a description of the correlation between PAEC and Proposer roles.
- Roles and Responsibilities, describe the Proposer's role and the expected Consortium's role for this project.

#### 3.4.1. Project Organization

- a. Describe in detail how the Proposer's team shall be organized; identify the relationships among all the key personnel. Include single point of contact for PAEC.
- b. Describe in detail how the Proposer plans to allocate responsibilities/lead roles and work for the various tasks.
- c. Identify and describe proposed staff classifications and their responsibilities. Proposed Staff Classifications for development, implementation and production services.

### 3.5. **Tab 5 – Local Office/Virtual Office Presence**

3.5.1. Please address the following:

- a. Provide a complete description of how your office will provide service to PAEC and District staff, employees, and retirees.
- b. Identify the operation of your office, the hours your office is staffed, and whether your office is staffed with personnel capable of addressing the issues and concerns of PAEC and District staff, employees, and retirees, including the number of licensed personnel authorized to discuss coverage.
- c. What is the standard response time for emails, voice mails, or physical messages?
- d. Can PAEC employees schedule appointments with your staff to discuss specific issues that may be confidential in nature?
- e. Please describe your process for assisting PAEC personnel with issues related to eligibility, billing, and other administrative matters.

### 3.6. **Tab 6 – Other Firm Capabilities**

Provide answers to the following questions:

- 3.6.1. Do you provide any benefits administration services, including outsourcing, systems or consulting support?
- 3.6.2. Describe how you could support the benefits enrollment process for new hires and during annual enrollment.
- 3.6.3. Describe how you could support our benefit administration activities through your relationship with the providers as well as the physical location of the team that would provide direct services to our employees.
- 3.6.4. Describe how your Benefit Advocacy Center team resolves claims issues and answers employee and dependent questions regarding our Health and Welfare program.
- 3.6.5. Provide an organizational chart of the team that would work directly with PAEC and District staff.

- 3.6.6. Do you have attorneys on staff who specialize in Health and Welfare?
- 3.6.7. Advise who you would assign from your communications team to support our account and include their bios.
- 3.6.8. How will you develop our employee communication plan?
- 3.6.9. What is the total number of employees in your company? What is the total number of employees in your benefits group?
- 3.6.10. Describe some effective strategies to manage pharmacy costs and your expertise in this area.
- 3.6.11. How are benefits structured at your company? What creative ideas do you use to reduce costs while providing good benefits?
- 3.6.12. Explain your ability to monitor regulatory and legislative developments in areas such as cafeteria plans, COBRA, HIPAA, healthcare reform, FMLA and other benefits issues including relevant statutes, rules and regulations on the federal, state and local levels that may impact the benefits we provide. How will this be communicated? Provide name(s), qualifications, experience and location(s) of assigned compliance staff.
- 3.6.13. What is your experience and understanding of IRS compliance requirements?
- 3.6.14. What "hands-on" compliance assistance with healthcare reform requirements do you provide?
- 3.6.15. Detail your ability to monitor regulatory and legislative developments on the subject of healthcare reform and the Patient Protection and Affordable Care Act at both the state and federal levels, and how this will be communicated to us.
- 3.6.16. Describe your capabilities and resources available for actuarial analysis of plan funding needs, exploring funding alternatives such as self-funding, minimum premium payment and ASO, and making recommendations. Do you have an actuary on staff or do you outsource these elements of the scope of service?
- 3.6.17. Describe your market knowledge capabilities in negotiating rates and rate guarantees.
- 3.6.18. Discuss your approach to contract vendor renewals.
- 3.6.19. How have you reduced lifestyle-related claims at other companies?
- 3.6.20. What measures do you take to ensure your clients are looking at possible cost containment policies or methods?
- 3.6.21. Describe your experience with alternate plan design approaches, including consumer-driven health plans, true cafeteria plans, HSAs and HRAs.
- 3.6.22. How do you stay current on the rapidly changing vendor marketplace, and how do you keep your clients informed of new products and other opportunities they should consider?
- 3.6.23. How would you work with us to establish an appropriate employee contribution strategy that will minimize our plan expenses while avoiding adverse selection?
- 3.6.24. Describe your capabilities in coordinating meetings to review carrier performance and issues.
- 3.6.25. Describe your company's marketplace leverage in negotiating with carriers on rates, policy terms and plan design.
- 3.6.26. What approach would you take to ensure that we have broad coverage at a fair price with sound insurers?
- 3.6.27. Describe your technology infrastructure.

- 3.6.28. In your view, what are the key exposures that PAEC faces?
- 3.6.29. Describe how your firm keeps current with the trends, best practices and latest developments in the benefit industry.
- 3.6.30. Describe how you will assist in aligning benefit strategies with our internal budget, business, and human resources goals.
- 3.6.31. How will your firm assist with the Consortium and District's compliance for COBRA, HIPPA, FMLA, ERISA (if applicable), ADA, ACA and IRC 125?
- 3.6.32. Describe your process for assisting with preparation of bid documents, evaluation and negotiation during the selection process. What are some of the non-negotiables that you recommend for policies?
- 3.6.33. What resources can you provide to educate our employees about becoming healthy consumers?

**4. SUBMISSION REQUIREMENTS:**

**Notice to Proposers:**

Responses will not be accepted or considered after the specified time and date listed on page 1.

Each Response envelope/box shall be sealed and identified as specified below:

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFQ REPLY PACKAGE(S).**

Cut out label and tape to outer sealed envelope(s) or package(s).

**DO NOT OPEN - SEALED RESPONSE – DO NOT OPEN**

**RFQ NO.:** #25-02

**RFQ Title:** Health Insurance Brokerage and Consulting Services

**RESPONSE DUE DATE:** September 10, 2024 at 2:00 PM

**LATE RESPONSE WILL NOT BE ACCEPTED**

**FROM**

Name of Firm:

Contact Name:

Email Address:

Telephone No.:

Fax No.:

**Deliver To:**

**Administrator of Risk Management  
Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, FL 32428**

4.1. Non Submittal Response Form - If your company is not submitting a response to this solicitation, please complete and email this form prior to the due date established in the RFQ document. If you are submitting this form, then only this form needs to be returned, please do not return the entire RFQ package. This information will assist the Administrator of Risk Management in the preparation of future solicitations.

**Attention: Mickey Hudson**  
**RFQ NO.: #25-02**  
**RFQ NAME: Health Insurance Brokerage and Consulting Services**  
**Email: mickey.hudson@paec.org**

Company Name: \_\_\_\_\_  
Contact Person Name & Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_

**Please check reason for a “no bid.”**

- \_\_\_\_\_ Specifications “too tight”, geared toward one brand or manufacturer (explain below)
- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ We do not offer this product/service or an equivalent.
- \_\_\_\_\_ Our schedule does not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Unable to hold prices firm throughout the term of the contract period
- \_\_\_\_\_ Unable to meet insurance requirements
- \_\_\_\_\_ Other, please explain

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Print Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

## 5. INSTRUCTIONS TO PROPOSER

- 5.1. Upon the issuance of this RFQ, all contact with PAEC must be made through the Administrator of Risk Management. The Proposer must limit communication with the designated contact to the means specified in this document. Other employees and representatives of PAEC or its Member Districts and the participating agencies are instructed not to answer questions regarding the RFQ or otherwise discuss the contents of the RFQ with the Proposer or its representatives. Any contacts made with other employees and representatives of PAEC or its Member Districts will be reported and forwarded to the Administrator of Risk Management. Proposer shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of PAEC or its Member Districts in connection with this competitive procurement.
- 5.2. Proposer to this Response or persons acting on their behalf are specifically requested not to contact Board of Directors, members, staff, or Committee Members during the course of the Response and Selection process. All procedural matters shall be directed to the Administrator of Risk Management. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFQ. Contact or communication initiated by any responding firm may result in rejection of the Response.
- 5.3. Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFQ, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. PAEC reserves the right to make any final determination of the applicability of the Public Records Law.
- 5.4. Posting Of Tabulations/Recommendation. RFQ tabulations with recommended awards will be posted for review by interested parties. Visit <https://floridabuy.org/current-solicitations/> for bid/response links. Results will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, the Administrator of Risk Management will endeavor to post a "Notice of Delay of Posting" to inform all Proposers of the delay and anticipated posting date and time.
- 5.5. Bid Protests: Any person who believes they are adversely affected by any specification in this Bid or RFQ or any decision or intended decision concerning this Bid or RFQ and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to PAEC in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 5.6. Any Proposer in doubt as to the true meaning of any part of this RFQ or related documents may submit a written request for clarification to Mickey Hudson at the email address [mickey.hudson@paec.org](mailto:mickey.hudson@paec.org) by 2pm on August 22, 2024. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the **Panhandle Area Educational Consortium website**.
  - 5.6.1. Questions must be received before 2:00 PM **Central Time** on August 22, 2024. Questions not received by this date and time will not be considered. Prior to submitting the response, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from <https://floridabuy.org/current-solicitations/> and attach.

5.6.2. All questions must be in writing and emailed to the Administrator of Risk Management named below. The request must contain the Proposer's name, address, telephone/fax numbers, and email address. After thoroughly reading this RFQ, Proposers may direct questions, to:  
**Mickey Hudson, Administrator of Risk Management at [mickey.hudson@paec.org](mailto:mickey.hudson@paec.org)**

- 5.7. Any corrections or amendments will be posted as addenda issued no later than two (2) days prior to the response due date. Proposers should not rely on any statements other than those made in this RFQ or written response to questions and/or addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.
- 5.8. All responses must be prepared and submitted in accordance with the instructions provided in this RFQ. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFQ. A responsive response is one that follows the requirements of the RFQ, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.
- 5.9. Six response copies (five copies – 1 original shall be unbound) are to be submitted in sealed envelopes (use the label provided in section 4), which bear the name, address, and telephone number of the Proposer.
- 5.10. PAEC will receive sealed responses until the date and time indicated on this response cover page. Responses must be delivered to the PAEC Office at the stated address and will be recorded at the stated date/time. Responses must be delivered in sealed envelopes, clearly marked on the outside as to response name, response number, and opening date. Responses received in unidentifiable envelopes are sent at the Proposer's risk. Responses received after the date/time indicated on the response cover will be date/time stamped received and returned to the Proposer unopened. It will be the Proposer's responsibility to get the response to the correct location and on time. Please note that the official clock, for the purpose of receiving responses, is located in the Panhandle Area Educational Consortium Office.

## **6. GENERAL TERMS AND CONDITIONS**

- 6.1. PAEC may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in the responses received as a result of this RFQ. PAEC also reserves the right to request clarification of information from any Proposer.
- 6.2. All expenses involved with the preparation and submission of responses to PAEC, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
- 6.3. PAEC may require the Proposer to give oral presentations in support of their response or to exhibit capabilities to support their response. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 6.4. This RFQ and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and PAEC. No modification of this RFQ, except by addendum issued by PAEC, shall be binding on PAEC.
- 6.5. It is understood and agreed between the parties hereto that PAEC shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFQ. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFQ, PAEC shall immediately notify Awardee(s) of such occurrence and this RFQ shall

terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to PAEC of any kind whatsoever.

- 6.6. The awards made pursuant to this RFQ are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of PAEC. Further, all Proposers must disclose the name of any PAEC employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.
- 6.7. Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 6.8. There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.
- 6.9. Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in Washington County, State of Florida. The laws of the State of Florida shall govern this transaction.
- 6.10. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Proposer without prior written consent of PAEC. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the PAEC.
- 6.11. Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.
- 6.12. Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with the Consortium are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- 6.13. After notification of award, the Awardee(s) shall indemnify and hold harmless PAEC as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of PAEC as set forth in Florida Statutes.
  - 6.13.1. Successful Proposer shall, in addition to any other obligation to indemnify the Panhandle Area Educational Consortium and its Member Districts and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Consortium, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged.
    - a. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
    - b. Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.



- c. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- d. Any costs or expenses, including attorney's fees, incurred by PAEC/Washington County School Board to enforce this agreement shall be borne by the Contractor and venue shall be in Washington County.

6.13.2. Patents and Royalties. The Proposer, without exception shall indemnify and hold harmless the Consortium and the Districts and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Panhandle Area Educational Consortium. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, PAEC shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this Response.

6.14. All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.

6.15. Financial Terms and Conditions.

6.15.1. Payment. Vendor will provide all Services, as defined in the RFQ. All travel and related expenses are included.

6.15.2. Conditions to Payment. Payment to the Vendor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the Contract and specifically upon the successful and timely completion of the services. PAEC reserves the right to determine the acceptance process which may include the approval and release of funds.

## 7. SPECIAL PROVISIONS

- 7.1. **Contract Term/Option to Renew:** The initial term of the contract shall be for a three-year period following Board approval.
- 7.2. This contract may be renewed for two additional 1-year terms provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of an amendment. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.
- 7.3. It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.
- 7.4. PAEC, at its sole discretion, may exercise options to extend the contract for up to two additional 1-year terms, based upon mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by PAEC, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the renewal periods.

- 7.5. **Contract Termination:** PAEC shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as PAEC may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to PAEC. In the event PAEC shall elect to terminate this contract without cause, PAEC shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and PAEC shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.
- 7.6. **Minimum Qualifications/Experience:** The Awardee(s) shall maintain a current business license. The Awardee(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awardee(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. PAEC reserves the right to request documentation at any time during the contract period.
- 7.6.1. Proposer(s) shall include a copy of all applicable licensing with their response.
- 7.6.2. Inspection of Proposer's Facilities: PAEC reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.
- 7.6.3. It shall be the sole responsibility of the Awardee(s) performing services for this contract to safeguard their own materials, tools, and equipment. PAEC shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 7.7. **Awardee(s) Personnel:** Awardee's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any PAEC or Member District facility.
- 7.7.1. Qualifications of new people working under this contract will be submitted to PAEC, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.
- 7.7.2. Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act.
- 7.7.3. The term "contractor" means any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for PAEC or a school, but who is not otherwise considered an employee of the PAEC. The term also includes any employee of a contractor who performs services for the school Consortium or school under the contract and any subcontractor and its employees.
- 7.8. **Public Entity Crimes (Appendix B).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 7.9. **Suspension and Debarment (Appendix C).** The Awardee(s) certifies by submission of this RFQ, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.10. **Communications:** Awardee(s) must provide a means to receive direct communications from PAEC. A copy of all written communication concerning contract discrepancies, issues, or concerns from PAEC and the Awardee(s) shall be forwarded to the Administrator of Risk Management upon issuance.
- 7.11. **Contract Administration:** PAEC will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awardee(s) shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to PAEC. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awardee's right to proceed further with this work. In such event, the Awardee(s) will be paid only for materials used. The Awardee(s) and their sureties may be liable to PAEC for any additional cost incurred by PAEC to complete the job. At this point, the Awardee(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by PAEC.
- 7.11.1. Failure of the Awardee(s) to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of PAEC.
- 7.11.2. PAEC reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.
- 7.11.3. Awardee(s) shall be subject to periodic performance evaluations by PAEC personnel. Continued unsatisfactory ratings shall be cause to find the Awardee(s) in default of the contract.
- 7.11.4. Upon cancellation of any ensuing agreement, PAEC reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated response to PAEC for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in PAEC's best interest.
- 7.12. **PAEC Facility Security:** All personnel must coordinate with the facility's front office or security personnel. Awardee's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
- 7.13. **Marketing Agreement/Use of Product: Trademark License:** Neither party shall without the other party's written consent and approval: (i) permit usage of corporate logos, names and trademarks in marketing materials, provided such usage shall be subject to a limited license and shall be in conformance with such party's logo usage and trademark guidelines; (ii) at its own expense and in its sole discretion, furnish to the other party reasonable quantities of marketing collateral and other sales promotion materials upon request; (iii) list the other party as a Partner on their website; and (iv) issue with the other party a joint press release announcing formation of the referral relationship between the parties, provided, however, that neither party shall issue any press release regarding the other party without the other party's prior written consent.

## 8. SCOPE OF WORK

SCOPE OF SERVICES: Panhandle Area Educational Consortium (PAEC) is soliciting proposals for Insurance Broker, Consultant Services. Calhoun, Jackson, Walton and Washington Counties currently participate in the Group Health Consortium services with PAEC. Any brokerage for services other than Medical is the discretion of each individual District.

### 8.1. The benefits available to employees include (self-insured products unless otherwise noted):

- a. Medical (self-insured)
- b. Rx (Included in Medical plan)
- c. Dental
- d. Vision
- e. Basic Life and AD&D Insurance
- f. Supplemental Term Life Insurance
- g. Dependent Term Life Insurance
- h. Flexible Spending Accounts
- i. Health Savings Accounts
- j. Long Term Disability
- k. Supplemental: Short Term Disability
- l. Supplemental: Universal Life Insurance (with Long Term Care)
- m. Supplemental: Critical Illness Policy (including Cancer)
- n. Supplemental: Supplemental Hospital Indemnity Plan
- o. Supplemental: Accident Insurance
- p. \*Retiree Benefits (medical, dental, vision, and retiree life) \*Note: these are for retirees only, not employees, but they are included in the self-funded medical plan.

**8.2. Rate Structure:** Proposals will include a capped annual compensation amount, cumulative of all services provided under the SOW 8.1 and for performance of all the activities outlined in this RFQ. It is expressly stated that the total compensation received that exceeds the agreed upon capped amount from any and all providers that the Consortium receives services from through the broker, be returned to the Consortium. This capped amount will be renegotiated with each contract renewal. The proposed capped annual compensation will be part of the Committee's evaluation and will be used to help determine the Awardee. Proposals will include a detailed description of how your firm expects to receive compensation/revenue for their services. At the end of each program year, the Broker will provide a detailed explanation of all compensation/revenue generated by our relationship.

8.3. The Panhandle Area Educational Consortium is seeking a broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of its group insurance programs. This includes, but is not limited to:

#### 8.3.1. Customer Service:

- a. Provide claims assistance on all plans and product lines.
- b. Coordinate and conduct regular face to face Insurance Committee Meetings (at least quarterly) and other meetings as requested by PAEC and it's Member Districts.

- c. Provide assistance in the day-to-day administration of programs; resolution of vendor and carrier service issues; and address questions and concerns raised by PAEC and it's Member Districts and Management.
- d. Provide a day-to-day contact person for PAEC to contact directly to assist with claim issues and other insurance related questions.
- e. Provide direct access to Human Resources Benefits personnel including direct office and cellular phone numbers for qualified contact person.
- f. Assist PAEC Legal Counsel in preparation of defense if any litigation should result from benefits contracting and testify in court as needed/requested.
- g. Provide regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact the Consortium's employee benefits plans and programs. Recommend procedures and/or policies.

### 8.3.2. Strategic Planning

- a. Assist the Consortium staff in short and long term employee benefit strategic planning. Conduct trend analysis forecasts, project future renewal adjustments, and analyze the claims pattern.
- b. Assist the Consortium staff in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.
- c. Participate in management presentations involving benefit strategies and issues.
- d. Keep the Consortium informed on issues and changes in the benefits marketplace.
- e. Provide information regarding trends and benchmarks in the benefits field, including annual benchmarking studies.
- f. Provide, maintain, and update comparison reports of other cities, counties and special Consortiums' benefit plan offerings and costs to determine their competitiveness to Consortium programs as needed.
- g. Serve as a source of general expertise for various benefit issues the Consortium or it's Member Districts may encounter.

### 8.3.3. Compliance

- a. Prepare all "master applications" and other documents.
- b. Review all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy.
- c. Prepare and coordinate preparation of Summary of Benefits and Coverage.
- d. Prepare, coordinate, and provide all compliance related documents as required, including but not limited to, required Federal and State Notices and documents for PPACA such as Exchange Notice, Michelle's Law, COBRA, Newborns' and Mothers' Health Protection Act, Section 125, CHIP, WHCRA, Medicare D Notice, etc.

- e. Provide to Panhandle Area Educational Consortium's actuarial firm the correct data necessary for certification of OPEB liabilities; the actuarial firm shall bill PAEC directly and shall be paid by PAEC.
- f. Provide up to date and accurate information related to Healthcare Reform, compliance and any other benefits-related legislation which might arise including calculation and preparation for submission, any required fees due with regard to ACA Compliance/Healthcare Reform.
- g. Provide resources and answers for compliance-related questions.
- h. Provide PAEC and it's Member Districts Human Resources departments with resources and contacts for general Human Resource related legal and regulatory questions.
- i. Provide research and professional advice on new developments in benefits law and programs both state and federal, making sure PAEC is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e. Public Health Service Act, HIPPA, COBRA and others.
- j. Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.
- k. Review pertinent contracts to ensure that they accurately reflect negotiated benefits, services and terms.
- l. Provide support in the preparation of reports and senior management presentations.

#### 8.3.4. Reporting

- a. Maintain all finance reports including the benefits cost analysis. This data must be customized to provide the data as requested by PAEC and it's Member Districts. Provide reports on a monthly basis and as requested. This would include but not be limited to reports for claim summaries, financial data, high end claimant, and utilization reports.
- b. Provide additional reports as requested.

#### 8.3.5. Plan Management

- a. Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable plan-specific data such as medical conditions, prescription drugs, high cost procedures and in-patient data.
- b. Provide new and innovative ways to control costs and offer competitive benefits through various resources, products and services.
- c. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- d. Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

#### 8.3.6. Underwriting/Actuarial Services

- a. Provide actuary services as needed, including validation of premium rates provided by carriers and analysis and explanation of carrier methodology.
- b. Provide actuarial costing of legislative proposals for mandated benefit programs.
- c. Provide renewal projections in advance of carrier negotiations or RFQ's.
- d. Assist the Consortium by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.
- e. Calculate self-funded plan reserve liabilities.
- f. Submit any required filings to the State Office of Insurance not provided by external Actuary.
- g. Project effect of employee contribution changes on participation and renewal costs.
- h. Prepare rate tiers for funding and contributions.
- i. Conduct migration and/or selection analysis based upon plan design and employer contributions.

#### 8.3.7. Vendor Management:

- a. Provide support in the day-to-day management of vendors and resolve administrative issues; assist with claims and billing issues, as requested, and conduct periodic meetings as necessary.
- b. Conduct a solicitation process for stop-loss insurance and other insurance plans as identified by PAEC. In addition to bidding the stop-loss, the vendor shall provide negotiation and processing of all stop-loss reinsurance claims. Assist PAEC with bidding medical and prescription ASO services, accident and life insurance, short and long term disability insurance and dental insurance if needed, as determined by each member district individually. This will include preparing bid documents as well as assisting in evaluations and negotiations.
- c. As directed by Consortium staff, negotiate all insurance vendor contracts, services and renewals with vendors, including meeting directly with insurance company underwriters.
- d. Create performance guarantees for all insurance carriers providing services to the Consortium and it's Member Districts.
- e. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- f. Assist with managing life and disability programs.
- g. Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

#### 8.3.8. Education & Communication

- a. Provide educational and communication tools to increase awareness and help contain costs, including conducting employee meetings, preparing and providing an annual Benefits Booklet and any other information as requested.

#### 8.3.9. Billing & Ongoing Enrollment

- a. Provide reconciliation assistance for all insurance benefit plans, if requested.

#### 8.3.10. Wellness

- a. Provide a contact for PAEC and it's Member Districts' wellness committee, preferably a resource dedicated solely to the furtherance of wellbeing and engagement activities.

- b. Participate and assist with the onsite health and wellness fair held annually including organizing the vendors, providing communication, providing venue supervision and vendor management.
- c. Supply best practice knowledge, tools, and resources to support PAEC and it's Member Districts with building a sustainable wellness program which fits the specific culture, needs and budgetary constraints of the organization.
- d. Build and implement strategic, multi-year wellness plans.
- e. Analyze data from wellness programs and report findings.

8.4. EXCEPTIONS TO THE RFQ (Note: PAEC reserves the right to reject proposals with exceptions to the requirements of this RFQ).

No.	Summary of Exception	Exception to Paragraph or Requirement Number



8.5. ALTERNATIVES TO THE SCOPE OF WORK

<b>No.</b>	<b>Summary of Alternative</b>	<b>Alternative to SOW Paragraph Number</b>

**9. REFERENCES**

I \_\_\_\_\_ being of \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name of Company)

Hereby give the Panhandle Area Educational Consortium authorization to check our company's previous performance. Authorizing Signature \_\_\_\_\_

<b>REFERENCE 1.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	
<b>REFERENCE 2.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	
<b>REFERENCE 3.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	

**APPENDIX A**

**Vendor's Statement of Qualifications**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?            Yes            No
2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?    \_\_\_Yes    \_\_\_No
3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?    \_\_\_Yes    \_\_\_No
4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?    \_\_\_Yes            \_\_\_No
5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?    \_\_\_Yes            \_\_\_No
6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?    \_\_\_Yes            \_\_\_No
7. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies

---

---

---

8. Provide the following financial information:

\$ _____	Earnings before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liabilities
\$ _____	Current Assets
\$ _____	Current Liabilities
\$ _____	Retained Earnings

\_\_\_\_\_  
Authorized Representative's Signature

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

**State Of:** \_\_\_\_\_

**County Of:** \_\_\_\_\_

**APPENDIX B**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

to **PAEC and it's Member Districts** \_\_\_\_\_

by \_\_\_\_\_

for \_\_\_\_\_

Whose business address is: \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or successor of a person convicted of a public entity crime or;
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
**(NOTARY PUBLIC)**

My Commission Expires: \_\_\_\_\_

## **APPENDIX C**

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

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

#### **Instructions for Certification**

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

#### **Certification**

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

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

ED 80-0014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

**APPENDIX D**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

**(1) He/she is the Owner, Partner, Officer, Representative, or Agent**

**of the Proposer that has submitted the attached Proposal;**

**(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;**

**(3) Such Proposal is genuine and is not a collusive or sham Proposal;**

**(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;**

**(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents representatives, owners, employees or parties in interest, including this affiant.**

**Signed, sealed, and delivered in the presence of:**

\_\_\_\_\_  
\_\_\_\_\_

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **APPENDIX E**

### **Panhandle Area Educational Consortium Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE ADMINISTRATOR OF RISK MANAGEMENT, MICKEY HUDSON, MICKEY.HUDSON@PAEC.ORG.**



## **APPENDIX F**

### **STATEMENT OF AFFIRMATION AND INTENT TO:**

PANHANDLE AREA EDUCATIONAL CONSORTIUM, ADMINISTRATOR OF RISK MANAGEMENT

PROJECT: RFQ #25-02

DUE DATE: September 10, 2024

The undersigned, hereinafter called the Proposer, declares that the only persons, or parties interested in their Response are those named herein, that this Response is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of Panhandle Area Educational Consortium (PAEC). Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Proposer certifies that no Board Member, Director, or any PAEC or it's Member District Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Response. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the School. In the event that a conflict of interest is identified in the provision of services, the Proposer agrees to immediately notify PAEC in writing.

The Proposer further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Qualifications and that Proposer's Response is made according to the provisions of the RFQ and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Qualifications.

The Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with PAEC, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to PAEC all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by PAEC. At the School's discretion, such assignment shall be made and become effective at the time the School tenders final payment to the Proposer. The Response constitutes a firm and binding offer by the Proposer to perform the services as stated.

Proposer acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this Response guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by PAEC or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

**STATEMENT OF AFFIRMATION AND INTENT ATTESTATION**

---

Signature of Authorized Firm Representative

Date

---

Name and Title of Authorized Firm Representative (Typed)

E-mail Address

---

Name of Firm (Typed)

---

Address, City, Zip

---

Telephone Number

Fax Number

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

---

Notary

---

Public Commission Expiration Date

## **APPENDIX G**

### **DRUG-FREE WORKPLACE CERTIFICATION**

The response preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied Awardee(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under response a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.**

---

**Company Official Signature**

**Date**