



School Board of Volusia County, Florida
Procurement Department
200 N. Clara Ave.,
DeLand, FL 32720

REQUEST FOR PROPOSALS

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TITLE: EMPLOYEE BENEFITS CONSULTING SERVICES

RFP NO.: RFP-2026-4020-JW
RELEASE DATE: JUNE 17, 2026

The public is invited to attend the RFP opening on:

RFP DUE DATE and TIME:
JULY 20, 2026, AT 2:00 PM EST

CONTACT: JOSLYN WILSON
PHONE: (386)734-7190 EXT. 20391
EMAIL: jwilson@volusia.k12.fl.us

PROPOSAL shall be submitted electronically via VendorLink.com prior to the RFP DUE DATE and TIME listed above.

RFP OPENING LOCATION: RFP openings will be made publicly available and live streamed via Teleconference on Microsoft Teams (Dial-In #: 1- 878-787-7709; Conference ID 563995380#) or by clicking [here](#) to join online.

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED

Company Name: _____

Address: _____

City, State: _____ Zip: _____ E-MAIL: _____

Signature of Owner or Authorized Officer/Agent: _____ **Telephone:** _____

Typed Name of Above: _____ **FAX:** _____

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this RFP and certify that I am authorized by the proposer to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the proposer will convey, sell, assign, or transfer to the School Board of Volusia County all right, 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 commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders final payment to the vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and vendor. Per Purchasing Policy 702, proposers must initiate any protest of recommendation of award within 72 hours after posting of the tabulation in the Procurement Department.

NO RESPONSE I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS CHECKED BELOW:

- | | |
|--|--|
| <input type="checkbox"/> 1. Insufficient time to respond | <input type="checkbox"/> 7. Addendum received too late to respond |
| <input type="checkbox"/> 2. Specifications were unclear or restrictive | <input type="checkbox"/> 8. Could not meet Insurance requirements |
| <input type="checkbox"/> 3. Could not meet bonding requirements | <input type="checkbox"/> 9. We do not offer the product or service requested |
| <input type="checkbox"/> 4. Our schedule will not permit us to respond | <input type="checkbox"/> 10. Remove our company name from this commodity listing |
| <input type="checkbox"/> 5. Terms & Conditions were unclear or restrictive | <input type="checkbox"/> 11. Keep our company on the list for future solicitations |
| <input type="checkbox"/> 6. Could not meet specifications | <input type="checkbox"/> 12. Other _____ |

GENERAL TERMS AND CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Request for Proposals" sheet must be completed, signed, and returned with each proposal. Proposals shall be signed by a representative authorized to legally bind the Proposer to the provisions herein. All proposals shall be submitted electronically via VendorLink unless otherwise instructed. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise instructed, Proposers must use the form(s) furnished by the District. All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be e-signed or signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
 - a. **Delivery of Proposal:** Electronic proposal submittals, described in the Electronic Submittal of the Proposal section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM., EST, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications, or RFP submittal requirements.
 - b. **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.**
 - c. Proposals received by telephone, hardcopy, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this RFP.
2. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
3. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP and will be made publicly available and live streamed via Teleconference on Microsoft Teams, unless otherwise indicated.
4. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal submittal package is uploaded in VendorLink prior to the opening date and time specified. Any proposal received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor 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. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms, and conditions herein.
 - a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. //JW// Buyer's Initials.
8. **Requests for Clarifications:** Any and all questions regarding this RFP, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the RFP due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
10. **Original and Renewal Term:** The award resulting from this RFP shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this RFP (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Procurement Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the

recommendation has been acted upon by The District. The Proposer agrees to these conditions by signing its proposal.

11. Lobbying: Proposers are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this RFP. All inquiries must be written and directed to the Procurement Department.

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
- b. Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.

12. Prompt Payment Discount: Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.

13. Brands: Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by The District.

14. Warranty/Guarantee: All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor, and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.

15. Proposal Evaluation and Award: Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations,

informalities, irregularities, omissions, or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.

a) Proposers will be evaluated, scored, and ranked based on their written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create and select respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.

b) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on VendorLink .

c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

16. Notification of Award/Purchase Orders: Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Procurement Department. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Procurement Department. Notification of Award is not to be construed as authorization to provide goods or services.

17. Contract Documents: The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Procurement Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award; however, the District does reserve the right to request the Proposer enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this RFP, any addenda to this RFP, the submitted proposal, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful proposer and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and The District. This contract shall bind the

Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.

18. General Information about the District: The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

a) The School Board consists of five elected officials responsible for the adoption of policies which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employers in Volusia County.

19. Price Adjustments: The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

20. Substitutions: Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is

necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

21. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation, and completion of any project unless otherwise specified.

b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with a visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.

d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Logbook provided in the Administrative office of each campus.

e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.

j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the contract

documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

- l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee, or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules, and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.

- ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.

- iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.

- iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

- v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

22. Inspection, Identification and Acceptance: Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections, and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

23. Bid Bonds and Performance Bonds: Bid bonds, when required, shall be submitted with the proposal in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers. After acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

24. Worker's Compensation: Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.

25. Cancellation/Termination: In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation, hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement.

- a) **Default/Cause:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.

26. Liability: Where Vendors are required to enter or go onto District property to deliver materials, perform work, or provide services as a

result of a proposal award, the Proposer assumes full duty, obligation, and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Insurance Requirements Form for the District's insurance requirements.

- 27. Indemnity:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
- 28. Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
- 29. Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.
- 30. Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the purchasing of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
- 31. Ethics:** All awarded proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
- 32. Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
- 33. Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
- 34. Authority to Piggyback:** In accordance with 2 CFR §200.318 and AGENCY guidelines, Piggyback contracts are allowed under the resulting contract. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any governmental entity or charter school.
- 35. Invoicing:** Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Vendor will provide **two copies of the original invoice to the School Board of Volusia County, Florida, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.**
- a. All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed, and dated.
- 36. Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
- 37. Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
- 38. Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and School Board Policy 702, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the protest procedures established by the School Board of Volusia County, Florida shall constitute a waiver of all protest rights.
- 39. Public Records Compliance:** In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes, and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a) Keep and maintain public records required by the school district to perform the services;
- b) Upon request from the school district's custodian of public records, provide the schools district 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the school district; and
- d) Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CUSTODIAN OF PUBLIC RECORDS

(386)-734-7190 Ext. 20119

Custserv@volusia.k12.fl.us

200 N. Clara Ave., Deland, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School Board of Volusia County, Florida may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

40. Vendor Background Screening Requirements: Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees.

Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.

- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - b) Effective October 1, 2005, the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
 - c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.
- 41. Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.
- 42. Confidential, Proprietary, or Trade Secret Material:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- a) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the School Board for any and all claims from or relating to Proposer's determination that the redacted

portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

- b) If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.

43. Confidentiality of Student Records: Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.

44. Florida Preference: Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when proposals have been submitted by Proposers having a principal place of business outside the State of Florida. Responding Proposers must complete and submit with their proposal response the attached Proposer's Statement of Principal Place of Business form, attached at the end of this document. Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation. For additional information regarding this statute, Proposers may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.

45. Florida Sunshine Law: In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).

46. Illegal Alien Labor: CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.

47. Fair Labor Standards Act: No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.

48. Disputes: In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District's Procurement Department shall be final and binding on both parties.

49. Governing Law/Jurisdiction: The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by

the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).

50. Non-Appropriation: The vendor understands and agrees any, and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:

- a) A non-appropriation has occurred, and
- b) The District has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
- c) Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

51. State Registration Requirements: Any corporation submitting a bid/proposal in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).

52. E-Verify (as applicable): Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or proposals.

Awarded Contractor /Awardee: Board approved vendor(s) for this RFP.

Bid, Offer, Submittal, Proposal or Response: Shall refer to any bid offer, proposal, or response submitted in regard to this Invitation to Bid that if accepted would bind the Proposer to perform the resultant contract.

Board: School Board of Volusia County, Florida; also known as the District or School Board.

Consideration: The cause, motive, price, or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a purchase order.
- **Performance of Services** – The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the District.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

Interested Party: The terms professional, contractor, vendor, firm, company, proposer, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective proposer whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

In Writing – Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Public Purchase*, currently used by the District.

Modification: A written change to the terms of a contract.

Proposal: The information submitted by a firm in response to this RFP.

Proposer: Representatives of the vendor submitting a proposal.

Request for Proposals (RFP)/Request for Qualifications (RFQu): A solicitation document used in other-than-sealed-bid procurements. RFP's and RFQu's are used in negotiated procurements to communicate the District's requirements to prospective contractors and to solicit proposals/qualification statements from them. Used where Qualifications are considered equal to, or greater than price.

Respondent: Shall refer to anyone submitting a response to an Invitation to Bid (ITB), Request for Proposal (RFP), or Request for Qualifications (RFQu).

Responsible: Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB or RFP. Their bid, offer, proposal or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements, and requesting bids, proposals, or submittals from interested parties.

Superintendent: The Superintendent of Schools of the District or designee.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, proposer, respondent, etc.

2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. **Prohibitions of Gratuities:**

By submission of a proposal, a vendor certifies that no employee of the School Board of Volusia County, Florida has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.

3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, School Board of Volusia County, Florida will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible:

- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists.
- Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women's business participation.
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses.
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women's business enterprises.

4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies

relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."
8. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Energy Policy and Conservation Act (42 U.S.C. > 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. > 6201).
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** All Vendors and Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a))**: All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. **Procurement of recovered materials (See §200.323)**: When applicable, all Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. **Debarment and Suspension (Executive Orders 12549 and 12689)**: All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Changes/Modifications**: (a) The Procurement Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Procurement Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Procurement Department shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.
15. **Access to Records**: (1) The contractor agrees to provide the District, the designated District Representative, the Agency

Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the Agency Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

16. **DHS Seal, Logo, and Flags**: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Agency pre- approval.
17. **Compliance with Federal Law, Regulations, and Executive Orders**: This is an acknowledgement that Agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, Agency policies, procedures, and directives.
18. **No Obligation by Federal Government**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
19. **Program Fraud and False or Fraudulent Statements or Related Acts**: By submitting a proposal in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
20. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General**: The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
21. **Americans with Disabilities Act of 1990 (ADA)**: The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
22. **Convict Labor**: Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
23. **Copyrights**: The Grantee is free to copyright original work developed in the course of or under the agreement. Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by Agency or reflect Agency views.
24. **Disadvantaged Business Enterprises (DBE) Contractors**: The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national

origin or sex in the award and performance of federal assisted contracts.

25. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** Agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and Agency's records, and close out the grant in writing.
26. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the District, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents, books, or papers for the purpose of audit, examination, excerpts, or transcription.

Federal Emergency Management Administration (FEMA) Supplemental Clauses

The following supplemental clauses specific to FEMA Public Assistance (PA) funding will be applicable and included in any contract(s) awarded as a result of a bid award.

27. Prohibition on Contracting for Covered Telecommunications

Equipment or Services: Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expenditure of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the School Board of Volusia County, Florida, as well as their Contractors and subcontractors, may not obligate or expend any federal award funds to:

- a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

28. **Domestic Preferences for Procurements:** The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

- a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29. **Build America, Buy America Act (BABAA):** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with the BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the Federal Agency, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the Federal Agency.

30. **Socioeconomic Contracting:** The School Board of Volusia County, Florida encourages the Contractor to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

31. **Buy Clean:** The School Board of Volusia County, Florida encourages the use of environmentally friendly construction practices in the performance of an awarded contract. In particular, the School Board of Volusia County, Florida encourages that the performance of an awarded contract includes considering the use of low-carbon materials, which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

32. **Providing Good, Safe Jobs to Workers:** Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

SECTION 1 – INTRODUCTION, DISTRICT INFORMATION, AND SCOPE OF WORK

1. **Introduction:** The School Board of Volusia County, Florida (hereinafter referred to as “District”) is seeking responses from qualified firms (hereinafter referred to as “Proposers” or Consultants”) to provide employee benefits consulting services for the District’s Insurance and Benefits Department. Proposer(s) will provide services in accordance with all the terms and conditions of the Contract during the period of performance as specified in this Request for Proposal (RFP).
2. **District Information:** The District is located on the Atlantic Coast in northeast Florida. District properties dwell within the principal cities of Daytona Beach, DeBary, DeLand, DeLeon Springs, Deltona, Edgewater, Enterprise, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Osteen, Pierson, and Port Orange. The district’s vicinity is located approximately ninety (90) miles south of Jacksonville, Florida on I-95. The District is the 14th largest in Florida and services over 61,400 students and 7,750 employees. The District consists of forty-five (45) elementary schools, twelve (12) middle schools, ten (10) high schools, eleven (11) alternative education sites, seven (7) charter schools, and three (3) administrative complexes. In addition, there are several transportation and maintenance buildings.
3. **Scope of Work:**
 - 3.1. **Account Relationship Management**

The Proposer shall assign a dedicated Consultant to serve as the primary liaison to the District’s employee benefit personnel. This resource must:

 - 3.1.1. Be readily accessible via phone, email, and on-site attendance.
 - 3.1.2. Participate in monthly Insurance Committee meetings and monthly School Board meetings, as requested.
 - 3.1.3. Coordinate meeting schedules, develop agendas, and manage post-meeting follow-up.
 - 3.2. **Strategic Guidance and Technical Advisory**

The Consultant shall deliver ongoing benefits expertise across all facets of the District’s program, including:

 - 3.2.1. Conduct market analysis and benchmarking against similar employer groups.
 - 3.2.2. Provide regulatory interpretation, including Affordable Care Act updates and applicable Florida statutes.
 - 3.2.3. Develop plan design optimization strategies, carrier incentive strategies, and wellness integration opportunities.
 - 3.2.4. Recommend cost-containment initiatives such as high-performance network design, reference-based pricing, and integrated care management.
 - 3.3. **Communications and Training Materials**

Support the development and review of member-facing materials for content accuracy, compliance, and visual appeal, including:

 - 3.3.1. Draft and review benefit guides, enrollment packets, FAQs, and vendor brochures.
 - 3.3.2. Create recorded presentations or webinars and QR-enabled postcards linked to digital resources.
 - 3.3.3. Provide templates and design assistance for printed and electronic distribution.

3.4. Plan Document Review and Regulatory Compliance

Ensure all plan documents meet legal requirements and reflect current program design, including:

- 3.4.1.** Annual audit and update of the Cafeteria (Section 125) Plan, Summary Plan Description (SPD), and Summary of Benefits and Coverage (SBC).
- 3.4.2.** Compliance review under IRS, ERISA, HIPAA, COBRA, and applicable Florida law.
- 3.4.3.** Preparation of Form 5500 filings, nondiscrimination testing documentation, and wrap plan amendments.
- 3.4.4.** Coordination with legal counsel to finalize document revisions and regulatory submissions.

3.5. Insurance Committee Engagement

Prepare materials and actively participate in committee meetings, including:

- 3.5.1.** Financial assessment of the health plan with a 12-month forecast delivered two weeks prior to each meeting.
- 3.5.2.** Presentation of forecast assumptions, facilitation of questions and answers, and alternative scenario modeling upon request.
- 3.5.3.** Fulfillment of data requests (claims extracts, utilization reports, etc.) within one week.
- 3.5.4.** Resolution of technical disputes and clarification of policy issues during meetings.
- 3.5.5.** Delivery of meeting agendas, slide decks, and handouts one week in advance.

3.6. Actuarial Analysis and Reporting

Provide in-house actuarial and analytics services tailored to the District, including:

- 3.6.1.** Monthly and quarterly claims performance analyses with trend summaries.
- 3.6.2.** Data extrapolation to support OPEB valuations, reserve setting, and budget forecasting.
- 3.6.3.** Utilization of actuarial modeling tools for rate forecasting and funding requirement projections.

3.7. Benefits Negotiation and Procurement Solicitation Support

Provide strategic consulting and technical support to the District's Procurement Department in the procurement, renewal, and evaluation of employee benefit programs. The Proposer shall serve in an advisory capacity and shall participate in solicitations for core and voluntary benefit programs. Support services shall include:

- 3.7.1.** Assisting in the development of technical specifications, scope of services, evaluation criteria, and other solicitation-related documents for medical, dental, vision, life, disability, FSAs, HRAs, Employee Assistance Programs (EAPs), voluntary accident and critical illness coverage, and identity-protection programs.
- 3.7.2.** Providing market intelligence, carrier information, benefit plan options, and comparative analyses to support the District's procurement and renewal decisions.
- 3.7.3.** Supporting renewal and benefit negotiations with carriers and vendors, with an emphasis on rate stabilization, plan design enhancements, network improvements, and value-added services.
- 3.7.4.** Reviewing and summarizing carrier responses, rates, and benefit offerings for District evaluation and consideration.
- 3.7.5.** Preparing comparative analyses of renewal and proposal scenarios that identify cost-saving opportunities and program enhancements.

- 3.7.6. Assisting with the evaluation of proposals and preparation of recommendation materials for District review and decision-making.
- 3.7.7. Attending selection committee meetings, finalist presentations, and other procurement-related meetings to provide technical expertise and respond to benefit-related inquiries as requested by the District.
- 3.7.8. Compile analysis reports, defend recommended selections, and coordinate responses to administrative protests, if any.

3.8. Open Enrollment and Member Support

Design and execute comprehensive open enrollment activities, including:

- 3.8.1. Offer an optional fee-based call center staffed by benefits experts to assist employees with plan selection.
- 3.8.2. Develop printed and digital benefit guides, QR-enabled postcards, and recorded educational videos.
- 3.8.3. Coordinate vendor participation in enrollment fairs and pursue event cost-offset opportunities.

3.9. Benefits Administration Technology Integration

Oversee enrollment platform updates and carrier connectivity throughout the renewal cycle, including:

- 3.9.1. Update plan options and premiums within the enrollment system as changes occur.
- 3.9.2. Conduct post-enrollment audits to validate elections and carrier transmissions.
- 3.9.3. Manage electronic file feeds between the enrollment platform and carriers, resolving errors promptly.
- 3.9.4. Generate standard and ad hoc reports related to enrollment elections, billing, and reconciliation.

3.10. Claims, Ancillary, and Wellness Services

Support claims resolution and programmatic initiatives to enhance member experience and cost management, including:

- 3.10.1. Assist with escalated inquiries regarding medical, dental, pharmacy, and vision claims.
- 3.10.2. Recommend ancillary solutions such as Employee Assistance Programs (EAPs), wellness portals, and identity-protection services.
- 3.10.3. Collaborate on the design, implementation, and evaluation of wellness and disease-management programs in partnership with the District's wellness coordinator.

3.11. Supplemental Program Recommendations

Identify opportunities to improve benefits performance and fiscal outcomes, including:

- 3.11.1. Analyze medical, pharmacy, and clinical data to identify root causes and performance gaps.
- 3.11.2. Propose pilot initiatives such as telehealth expansion, onsite clinics, or third-party care advocacy services.
- 3.11.3. Leverage comparative data from a broad client base to recommend industry best practices.

3.12. Education and Cost-Containment Tools

Develop targeted education and decision-support resources, including:

- 3.12.1. Create calculators, worksheets, and dashboards illustrating plan costs and potential savings.
- 3.12.2. Develop communications promoting high-value care, preventive services, and in-network utilization.

3.12.3. Conduct interactive workshops or webinars on consumer-focused benefits topics.

3.13. Technical Services and Analysis

Deliver specialized technical support for ongoing benefits strategy, including:

3.13.1. Secure and analyze carrier financial and claims data for utilization reporting.

3.13.2. Evaluate premium rate structures and recommend composite, age-banded, or tiered approaches.

3.13.3. Advise on compliance testing strategies, including nondiscrimination and self-funded plan requirements.

3.13.4. Facilitate annual training events to familiarize staff with product offerings and regulatory changes.

3.14. Contract Implementation, Oversight, and Management

Ensure smooth implementation of new programs and ongoing vendor performance management, including:

3.14.1. Assist in contract negotiations and reviews to ensure legal compliance and performance guarantees.

3.14.2. Serve as an ombudsman during program rollouts, coordinating communications and payroll deduction spreadsheets.

3.14.3. Conduct annual contract performance audits and satisfaction reviews.

3.14.4. Provide quarterly market intelligence regarding renewal trends and service quality among comparable employers in Central Florida.

3.15. Document Review, Updates, and Maintenance

Maintain the accuracy and currency of all benefit-related documentation on an annual basis, including:

3.15.1. Update Summary of Benefits and Coverage documents, wrap plan documents, and internal administration manuals.

3.15.2. Update schedules of benefits, cost-per-pay summaries, employee change forms, new-hire packets, and retiree rate schedules.

3.15.3. Revise FAQs and ancillary program guides to reflect legislative changes and plan enhancements.

3.16. HIPAA Compliance and Technology Requirements

Proposers shall adhere to all HIPAA privacy and security requirements and utilize integrated benefits administration platforms, actuarial tools, and reporting systems consistent with industry-leading consulting practices.

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SECTION 2 - GENERAL INFORMATION, TERMS AND CONDITIONS

1. **Solicitation Timeline:** Dates are tentative and may be changed as necessary at the sole discretion of the District. Changes (if any) will be posted via written addendum.

Solicitation Period – RFP-2026-4020-JW	
Wednesday, June 17, 2026, 4:00 PM EDT	Release/Broadcast Date
Wednesday, June 24, 2026, 2:00 PM EDT	Pre-Submittal Meeting (Voluntary and Online)
Monday, June 29, 2026, 2:00 PM EDT	Last Day of Questions from Vendors
Thursday, July 2, 2026	Last Day to Post Addendum
Monday, July 20, 2026, 2:00 PM EDT	Proposals Due/Proposal Opening Through TEAMS Only
Tuesday, July 21, 2026	Submittal List Posted on VendorLink
Tentative Evaluation Period	
July 21 – July 28, 2026	Procurement Reviews Submittals
Tuesday, July 28, 2026	Committee to Receive Submittals
Thursday, August 13, 2026, 8:30 AM EDT	Evaluation of Written Submittals - First Public Ranking Meeting
Thursday, August 13, 2026	Short Listed Firms Notified (Posted on VendorLink)
Thursday, August 20, 2026 (begin at 8:30 AM EDT)	Short Listed Firms Presentations / Interviews
Thursday, August 20, 2026, 1:00 PM EDT	Evaluation of Presentations / Interviews - Second Public Ranking Meeting
Board Approval Period	
Friday, August 21, 2026	Notice of Intended Decision (Posted on VendorLink)
Monday, September 28, 2026	Due Date for School Board Agenda Item
Tuesday, October 13, 2026	Date of School Board Approval of Agreement
General Performance Timeline	
Estimated Period of Performance: After Board Approval – Three (3) year base with one (1) optional three (3) year renewal period.	

NOTE: Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

2. **Public Meetings:**

- A. Pre-Submittal Meeting:** A **VOLUNTARY** pre-submittal meeting will be held for all interested Proposers through TEAMS on Wednesday, June 24, 2026 at 2:00 pm EDT. Interested vendors can join meeting in by dialing +1 878-787-7709, 614265341# or by clicking [here](#). An overview of the solicitation process and review of the scope of services will be conducted during the meeting.
- B. Public Ranking Meeting:** The Public Ranking meetings will be held on the following dates for members of the public to call in or join online. Instructions are listed below:

- 1) First Public Ranking Meeting: Thursday, August 13, 2026, 8:30 AM EST. Dial +1 878-787-7709, 113 884 558# or join by clicking [here](#).
- 2) Second Public Ranking Meeting: Thursday, August 20, 2026, at 1:00 PM EST. Dial +1 878-787-7709, 153 542 558# or join by clicking [here](#).

3. **Questions/Clarifications:** For information or questions concerning any portion of this Solicitation shall be submitted **directly and only through VendorLink** by the deadline listed above.

NOTE: No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the District's Procurement Department. Oral answers will not be honored.

- A. **Addenda:** The Procurement Department may issue an addendum in response to any questions received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its proposal/offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal/offer from being considered for award. NOTE: Addendums will be posted via VendorLink (if applicable).
- B. **Restricted Discussions/Cone of Silence:** In accordance with the School Board of Volusia County, Florida's Fiscal Management Policy No. 702., page 8 of 13; paragraph G - Cone of Silence from the date of issuance of this solicitation until the notice of intended decision is posted, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, Board member, or any other representative of the School Board except as expressly authorized by the designated procurement representative. This is to maintain fairness and transparency throughout the procurement process. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents or direct email communications from the vendor to the designated procurement representative and any relevant written document or emailed communications promulgated by the designated procurement representative.

4. **Evaluation Criteria and Award Procedures:**

The recommendation of the Evaluation Committee is advisory only and shall be submitted to the Superintendent for review and recommendation for action to the School Board of Volusia County, Florida. Listed below are the procedures that will be followed throughout this solicitation. The Procurement Department's Request for Proposal (RFP) Procedures shall be incorporated herein by reference. The Superintendent reserves the right to recommend that all proposals be rejected, and a new solicitation be issued, or to submit such other recommendation to the School Board that the Superintendent deems to be in the best interest of the School Board.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

- (b) 1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- 2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- (c) 1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- 2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

A. Scoring The Proposals.

- 1. The Evaluation Committee shall have a minimum of five (5) members appointed by the Director of Procurement and may include representatives from Human Resources, Finance, and Legal. The Procurement Department will facilitate the process and be the point of contact for all matters related to this solicitation. No attempt should be made by Proposers to contact or influence any committee member directly or indirectly. The Evaluation Committee shall score the written submittal and formal presentation/informal interview process.
- 2. An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the formal presentation / informal interviews. A score of 1 is the least favorable, and a score of 5 is the most favorable in all sections.
- 3. The Proposer's written response will be scored by Evaluation Committee members in accordance with the following scale:
 - 1 = Unsatisfactory: Not responsive to the question.
 - 2 = Below Minimum Standards: Responsive to the question but below acceptable standards.
 - 3 = Marginal: Minimal acceptable performance standards and responsive to the question.
 - 4 = Satisfactory: Above minimum performance, effective and responsive to the question.
 - 5 = Exceeds: Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Evaluation Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed here, resulting in the total score for that section.

- B. Criteria and Weights.** The weight for each criterion is indicated in parenthesis for each section and is the multiplier that will be applied to the scoring as indicated in A.(2) and A.(3) above.
- C. Notice of Intended Decision – Short List.** The Procurement Department will publicly post the “Short List” of Proposers selected by the Evaluation Committee.
- D. Formal Presentations / Informal Interviews.** The Evaluation Committee may invite shortlisted Proposers to a formal presentation / informal interview, demonstration, etc. as outlined in Section 7 below. Clarification questions may be required to assist the Evaluation Committee in this process. The presentations/interviews are closed to the public and recorded.
- E. Notice Of Intended Decision – Top Ranked Firm(s).** The Procurement Department will publicly post the “Ranking List” of Proposers selected by the Evaluation Committee and identify the top-ranked firm(s) for the award recommendation.

5. Solicitation Guidelines and Requirements

- A. Award:** It is the intent of the District to award the highest ranked, responsive/responsible vendor(s). The award may be with multiple vendors, or a primary vendor, and/or alternate vendors based on the total evaluation points. Additional evaluation criteria are outlined in the technical evaluation paragraph.

NOTE: The District reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the District. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

- B. Proposal Errors:** If after the opening of proposals, a Proposer claims an error and requests to be relieved of the award, or the owner believes that an error may have been made, the Proposer shall present their certified work sheets and supplier quotations to the owner for verification. This information shall be presented on the same day as the proposal opening or, if the opening is in the afternoon, by noon of the following business day. When the owner suspects an error, and has requested the documents, failure by the vendor to produce the documents within the time specified may make the proposal non-responsive and thereby disqualified.
- C. Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their proposal: the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Further, all Proposers must disclose the name of any Board Employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's firm. Failure to disclose in this manner will result in disqualification of your proposal or cancellation of work.
- D. Term of Contract:** The performance will begin after Board Approval with a three (3) year base period. The District reserves the right to terminate any agreement with thirty (30) days' notice. The agreed price schedule as a result of this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.
- E. Renewal/Extension:** In accordance with Florida Statute 287.057, Procurement of Commodities or Contractual Services, Paragraph (14), the District reserves the right to renew/extend the contract for a period that may not

exceed three (3) years or the term of the original contract, whichever is longer, upon mutual agreement by both the District and awarded vendors(s). Renewals or extensions must be submitted in writing with the signature of the awarded vendor's Authorized Representative(s). The District, through its Procurement Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District.

F. Pricing Adjustment:

The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at one (1) year intervals thereafter, provided the Proposer notifies the District, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = Percentage Change

CPI-U Calculation Example:

CPI for current period 232.945

Less CPI for base period 229.815

Equals index point change 3.130.

Divided by base period CPI 229.815

Equals 0.0136

Result multiplied by 100 0.0136 x 100

Equals percent change 1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Consultant shall submit a letter stating the percentage amount of the requested increase and adjusted price to the District's Procurement Department. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Director of Procurement. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Director of Procurement and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

G. Electronic Solicitation Submittal Instructions: Proposer(s) shall prepare proposals in accordance with the required instructions to Proposers. Failure to follow instructions will be considered irregular and may be

rejected. The District will receive proposals through the VendorLink system **only**. **NOTE: FACSIMILE (FAX), E-MAIL, AND HARDCOPIES OF PROPOSALS WILL NOT BE ACCEPTED.**

1. To ensure correct proposal formatting, Proposers shall:
 - a) Submit proposals electronically through [VendorLink](#) prior to the due date and time deadline.
 - b) Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
 - c) Enable printing on files submitted.
 - d) Separate and identify each part of the submission (i.e., document type, form type, content type) with a divider/separation page.
 - e) Ensure there is enough time to upload your proposals to VendorLink prior to the deadline date and time as there will be no considerations given.
 - f) Contact VendorLink technical support at (407) 401-0031 or support@evendorlink.com, if technical difficulties arise during proposal submission.
 - g) Follow all instructions outlined in this Solicitation and provide all requested information.
2. Signatures: An authorized representative of each Proposer shall:
 - a) Sign or e-sign the proposal, give their full name and title, and provide the Proposer's business name and address.
 - b) Enter the organization's exact legal name on the proposal.
 - c) Sign or e-sign compliance forms, if applicable
3. Proposal Opening: Proposal openings will be made publicly available and live via teleconference at the number listed on page 1, or by any other means that will be announced via VendorLink prior to the opening date/time.
4. Withdrawal: Proposer(s) may withdraw, alter, and resubmit their proposals through VendorLink at any time prior to the proposal due date and time. Proposals may not be altered or resubmitted after the proposal due date and time. The District may request clarifications and additional information after proposal submission.

H. Completion Requirements for Written Proposal: To ensure fair and equitable evaluation, proposals should **not exceed SEVENTY-FIVE (75)** pages. Coversheets, tab pages, and required documentation will NOT count towards the total page limit.

1. The District shall not be liable or responsible for any costs incurred by any Proposer(s) in responding to this Solicitation, including, without limitation, costs for product and/or service demonstrations if requested.
2. All proposals submitted shall be valid for a period of one hundred twenty (120) calendar days from the date of proposal opening and thereafter as specified in the contract.
3. When you submit your proposal, you are making a binding offer to the District and are agreeing to all of the terms and conditions in this Solicitation, should your offer be accepted. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the District may

disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change to any document, the person signing the proposal must initial the change. The proposal shall be e-signed or manually signed by an official authorized to legally bind the Proposer(s) to its provisions. In accordance with GENERAL TERMS AND CONDITIONS #42, Confidential, Proprietary, or Trade Secret Material, the **REDACTED COPY of the proposal** only excludes or obliterates those exact portions which are claimed confidential, proprietary, or trade secrets. If the Proposer fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data, or records submitted by Proposer in response to a public records request for these records.

- 6. Phase I – Written Submittal Requirements and Evaluation (Max 100 Points):** It is the intent of the District to conduct a fair and open comprehensive evaluation of all proposals received. All proposals will be evaluated utilizing the following. All proposals submitted in response to this Solicitation will be reviewed for responsiveness by the Buyer in charge of this solicitation prior to referral to the Evaluation Committee. An evaluation team will follow the evaluation process as outlined in Section 4. Evaluation Criteria and Award Procedures.

Written Submittal Criteria	Adjectival Score	Weighted Value
Tab 1: Proposer's RFP Solicitation Title Cover Page, Table of Contents, Submittal Letter, and Profile	Pass/Fail	Pass/Fail
Tab 2: Experience, Past Performance, and References	1-5	15
Tab 3: Price Schedule	1-5	30
Tab 4: Technical Approach and Methodology	1-5	20
Tab 5: Actuarial and Analytics Capabilities	1-5	20
Tab 6: Benefits Administration Capabilities	1-5	15
Tab 7: Confidential Materials, Litigation Information, Performance and Payment Bond, and Audited Financial Statements	Pass/Fail	Pass/Fail
Tab 8: Exceptions to Draft Agreement	Non-Scored	Non-Scored
Tab 9: Addenda	Non-Scored	Non-Scored
Tab 10: Required Documents	Non-Scored	Non-Scored

Tab 1 – RFP Solicitation Cover Page, Table of Contents, Submittal Letter, and Proposer's Profile –(Pass/Fail)

Include Table of Contents.

Provide RFP Solicitation Title Cover Page (page 1) of the solicitation and a Submittal Letter signed by an authorized agent of the business/corporation with proof of authorization from the business.

Present a brief profile of the firm, including:

1. A brief history of the business
2. Organizational structure of business
3. Ownership interests
4. Active business venues (counties, states, etc.)
5. Present status and projected direction of business
6. Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming the firm's legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). Proposers who are required to be registered with the Florida Department of State, Division of Corporations, or who are incorporated within the State of Florida must furnish their Florida document number, and a screenshot of their "active" status. All registered Proposers must have an active status in order to be eligible to do business with the School Board. Proposers doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

For non-Florida businesses, submit documentation from the state in which the business was formed, including their state's document number and a screenshot of their current, date-identified "active" status.

Tab 2 – Experience, Past Performance and References – (Weighted Value 15)

A. Firm Experience and Qualifications

Proposers shall provide sufficient information to demonstrate their qualifications, experience, and capacity to perform the services described in this RFP. At a minimum, the following information shall be included:

1. Firm Profile

Provide a summary of the firm, including:

- A. Years in operation
- B. Ownership structure
- C. Number of employees
- D. Office locations
- E. Florida offices and resources serving public sector clients
- F. Description of the firm's employee benefits consulting practice

2. Organizational Structure and Key Personnel

Provide an organizational chart identifying personnel proposed for this engagement, including:

- A. Project leadership and reporting relationships
- B. Roles and responsibilities of each team member
- C. Relevant qualifications and experience of assigned personnel
- D. Identification of any subcontractors and their responsibilities

3. Public Sector Client Experience

Provide a list of current public sector clients, including:

- A. School districts
- B. Counties
- C. Municipalities

D. Other governmental entities

For each client, indicate whether the organization maintains a self-funded employee health plan and summarize the services provided.

4. Comparable Engagements

Provide a client roster of engagements similar in scope and complexity to the District's requirements. For each engagement, include:

- A. Client name
- B. Contract term and approximate annual contract value
- C. Number of covered employees and dependents
- D. Type of health plan(s) administered or consulted upon
- E. Scope of services provided
- F. Relevant outcomes or achievements

5. Minimum Qualifications

Proposers shall demonstrate a minimum of five (5) years of experience providing employee benefits consulting services to public sector entities. Firms with greater experience in the Florida public sector are encouraged to describe such experience in detail.

6. Florida Public Sector Expertise

Describe the firm's knowledge and experience related to:

- A. Florida statutes and regulations affecting employee benefits programs
- B. Florida public procurement requirements
- C. Florida public records and sunshine law requirements
- D. Florida Retirement System (FRS) considerations and implications related to employee benefits administration

7. Self-Funded Health Plan Experience

Given the District's self-funded health plan structure, proposers shall provide detailed examples of experience supporting self-funded plans, including:

- A. Plan design and strategy development
- B. Actuarial analysis
- C. Financial forecasting and reserve analysis
- D. Stop-loss procurement and management
- E. Claims analysis and reporting
- F. Vendor procurement and performance management

Include at least three (3) representative examples of comparable self-funded public sector clients.

8. Actuarial Resources and Credentials

Describe the firm's actuarial capabilities and resources available to support this engagement. Include:

- A. Names and credentials of actuarial personnel assigned to the engagement
- B. Professional designations (e.g., FSA, ASA)
- C. Whether actuarial services are provided in-house or through subcontractors
- D. Description of actuarial services available under the proposed scope of work
- E. Confirmation of the firm's ability to perform the actuarial services identified in Section 3.6 of this RFP

B. Key Personnel Experience

Proposers shall identify the key personnel who will be assigned to this engagement and provide sufficient information to demonstrate their qualifications, experience, and ability to successfully perform the required services.

1. Resume and Professional Biographies

Provide resumes or professional biographies for all personnel proposed for this engagement, including:

- A. The dedicated consultant identified pursuant to Section 3.1
- B. Supporting consultants and subject matter experts
- C. Actuarial personnel
- D. Account management and service team members

Each resume shall include relevant experience, professional credentials, years of experience, and tenure with the firm.

2. Professional Certifications and Credentials

Provide a list of all applicable professional certifications and designations held by personnel assigned to this engagement, including but not limited to:

- A. Certified Employee Benefit Specialist (CEBS)
- B. Registered Employee Benefits Consultant (REBC)
- C. Chartered Benefits Consultant (CBC)
- D. Fellow of the Society of Actuaries (FSA)
- E. Associate of the Society of Actuaries (ASA)

Proposers may identify additional certifications relevant to employee benefits consulting, actuarial services, compliance, or healthcare administration.

3. Continuing Education and Professional Development

Describe how assigned personnel maintain current knowledge of employee benefits laws, regulations, and industry best practices. Include information regarding continuing education, professional development programs, and recent training related to:

- A. The Affordable Care Act (ACA)
- B. Employee Retirement Income Security Act (ERISA)
- C. Health Insurance Portability and Accountability Act (HIPAA)
- D. Florida statutes and regulations affecting public employers and employee benefits programs

4. Tenure and Workforce Stability

Provide the length of service with the firm for each proposed team member. Describe the firm's approach to employee retention and continuity of service, including procedures for maintaining consistent staffing throughout the contract term.

5. Relevant Engagement Experience

For the proposed lead consultant and other key personnel, provide descriptions of comparable engagements personally managed or supported within the past five (5) years. Include:

- A. Client name and type of organization
- B. Scope of services provided
- C. Duration of engagement
- D. Employee population served
- E. Self-funded plan experience, if applicable
- F. Specific responsibilities of the proposed individual

Preference will be given to personnel with experience serving Florida public school districts, governmental entities, or other large public-sector employers.

C. Past Performance

Proposers shall demonstrate successful performance on engagements of similar scope, complexity, and size by providing the following information.

1. Case Studies and Project Summaries

Provide a minimum of two (2) to three (3) case studies or project summaries that demonstrate experience with:

- A. Employee benefits procurement and renewal negotiations
- B. Cost-containment strategies and measurable financial outcomes
- C. Open enrollment planning and execution
- D. Actuarial analysis and reporting services
- E. Regulatory compliance support, including ACA, ERISA, and HIPAA requirements

Each case study should describe the client's objectives, services performed, challenges addressed, and outcomes achieved.

2. Measurable Performance Outcomes

Provide quantitative results achieved for comparable clients, including, where applicable:

- A. Premium savings or rate stabilization
- B. Claims trend reductions or improvements
- C. Enrollment accuracy and participation rates
- D. Financial forecasting accuracy
- E. Timeliness of deliverables and reporting
- F. Performance in meeting contractual service requirements, including forecast and reporting timelines similar to those identified in Section 1, Subsection 3.6

3. Sample Deliverables

Provide representative examples of work products prepared for clients. At a minimum, include:

- A. One (1) financial forecast, actuarial report, or similar analytical deliverable consistent with Section 3.6
- B. One (1) employee benefits guide, enrollment communication, or member-facing communication consistent with Sections 3.3 and 3.9
- C. One (1) Request for Proposal (RFP), solicitation document, or procurement support document prepared for a client consistent with Sections 3.7 and 3.8

All confidential or proprietary information may be redacted as necessary.

4. Contract Terminations, Litigation, and Performance Issues

Disclose any contract terminations for cause, material performance disputes, litigation, arbitration, administrative actions, or regulatory investigations related to employee benefits consulting services that have occurred within the past five (5) years.

For each occurrence, provide:

- A. Client name
- B. Date of occurrence
- C. Nature of the issue
- D. Resolution or current status

5. Professional Liability and Errors & Omissions Insurance History

Provide information regarding the firm's professional liability and Errors & Omissions (E&O) insurance coverage, including:

- A. Current coverage limits
- B. Insurance carrier
- C. Any claims filed against the firm within the past five (5) years related to employee benefits consulting services
- D. Description and resolution of each claim

D. References

Proposers shall provide references demonstrating successful performance on engagements comparable to the services requested in this RFP. The references must be provided on **Attachment "L", Respondent's Experience/Qualifications and References**.

1. Reference Requirements

Provide a minimum of three (3) and no more than five (5) client references from current or recent engagements. Preference will be given to references from:

- A. Florida public school districts
- B. Counties, municipalities, or other governmental entities
- C. Organizations with self-funded employee health plans
- D. Organizations with employee populations comparable to the District

2. Reference Contact Information

For each reference, provide:

- A. Organization name
- B. Contact name
- C. Title
- D. Telephone number
- E. Email address
- F. Contract dates
- G. Description of services provided

References must be individuals with direct knowledge of the firm's performance and may not be general office contacts.

3. Reference Evaluation Questionnaire

The District reserves the right to contact references and/or require completion of a structured reference questionnaire. References may be asked to evaluate and comment on:

- A. Responsiveness and accessibility of assigned consultants
- B. Quality, accuracy, and timeliness of actuarial and financial reporting
- C. Effectiveness in vendor negotiations and cost-management initiatives
- D. Regulatory compliance expertise and support
- E. Overall quality of service and customer satisfaction
- F. Likelihood of contract renewal or future engagement
- G. Scope, duration, and relevance of services provided

Preference may be given to references involving engagements completed or performed within the previous five (5) years.

Tab 3 – Price Schedule – (Weighted Value 30)

The price schedule proposed for the services as outlined in this RFP and clarified through addenda. Complete the **Attachment “R” Price Schedule**.

The Proposer must submit a clear and complete price schedule identifying all costs associated with the delivery of the required scope of services to the District. The fee structure shall separately identify the base consulting and broker of record fees and any actuarial service fees. The price schedule will be evaluated for overall competitiveness and value relative to the breadth and quality of services offered, with consideration given to the total cost of engagement.

Tab 4 – Technical Approach and Methodology – (Weighted Value 20)

The Proposer must provide a detailed narrative describing the specific methods, tools, and processes it will employ to fulfill each component of the required scope of services for the District. This includes a description of how the firm will conduct monthly and quarterly claims performance analyses, provide financial assessments with 12-month health plan forecasts delivered no later than two (2) weeks before Insurance Committee meetings, and respond to data requests from committee members within one (1) week. The Proposer shall describe its approach to benchmarking the District's benefit programs against similarly sized Florida public school districts

and Central Florida employers, including how market intelligence and renewal trend data will be gathered and reported quarterly. The Proposer shall explain its methodology for reviewing and updating all plan documents, including the IRS Section 125 Cafeteria Plan, Summary Plan Description, Summary of Benefits and Coverage, wrap plan documents, and all associated internal benefit documents, on an annual basis to ensure compliance with IRS, ERISA, HIPAA, COBRA, and applicable Florida statutes. The Proposer shall describe how it will manage open enrollment support, including development of printed and electronic benefit guides, QR-enabled postcards, recorded educational videos, and coordination of vendor participation in enrollment fairs. The Proposer shall detail its approach to managing the renewal process for all benefit lines specified, including preparation of analysis reports.

Proposers shall complete and submit **Attachment “T” – Questionnaire** as part of their proposal response. The completed Attachment “T” must be included in Tab 4 of the proposal submission for consideration during the evaluation process.

Tab 5 – Actuarial and Analytics Capabilities (Weighted Value 20)

The Proposer must demonstrate robust in-house actuarial and analytics capabilities dedicated to serving the Board's health benefit program. The Proposer shall describe its proprietary actuarial modeling tools and platforms used for rate forecasting, funding requirement projections, reserve setting, and budget development. The Proposer shall provide a sample or representative format of monthly and quarterly claims performance analyses and trend summaries that it would deliver to the Board. The Proposer shall demonstrate its ability to extract and extrapolate claims data to support Other Post-Employment Benefits (OPEB) valuations in coordination with the Board's accountants and actuarial partners. The Proposer shall describe its capacity to produce utilization reporting, premium rate structure analyses, and nondiscrimination testing documentation. The Proposer shall identify all actuarial staff assigned to the Board account and confirm they are credentialed members of recognized actuarial professional organizations. The Proposer shall also describe how actuarial findings will be presented to the Insurance Committee in a manner that facilitates informed decision-making, including the ability to model alternative scenarios upon request.

Tab 6 – Benefits Administration Capabilities (Weighted Value 15)

The Proposer must describe the tools it will deploy to support the Board's reporting needs throughout the renewal and open enrollment process. The Proposer shall detail the standard and ad hoc reporting capabilities available to the Board, including reporting on enrollment elections, billing reconciliation, and claims data. HIPAA compliance measures embedded within all technology systems and data transmission processes must be described in detail.

Tab 7 – Confidential Materials, Litigation Information, Performance and Payment Bond, and Audited Financial Statements - Weighted Value: (Pass/Fail) (a score of Fail for this section will disqualify your submittal)

Confidential materials shall be submitted in this section – any materials that Respondent asserts as “trade secrets” shall be segregated, clearly labeled, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials (Attachment “O”) and provided in a separate envelope and/or flash drive.

Pending Litigation Disclosure. Each Proposer is required to provide disclosure of any current or pending litigation on the Respondent’s letterhead. Respondent shall disclose any material changes in the business operations of the Respondent, including, without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3)

years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Respondent's financial or managerial ability to perform the noted tasks under this Contract.

Financial Stability. Each Proposer is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process. **The following documentation is required to be submitted with your response to this Solicitation, or your response will be disqualified.**

Proposers are required to submit the following checked items (if both 1 and 2 are checked then Proposer may submit either 1 or 2):

1. ☐ **Preferred Documentation:** Surety Bond commitment letter in the amount stated below.

The surety bond commitment letter must:

- a. Be written by a Surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida and (2) has a minimum A.M. Best's Rating of "A-" (or industry equivalent).
- b. Be on the Surety's letterhead.
- c. Be countersigned by a licensed Florida agent appointed by the Surety.
- d. State that the Surety will provide a Surety Bond (Performance Bond and/or Payment Bond (see item (e) below) in the amount of the Respondent's proposal.
- e. If subcontractors are used to fulfill any portion of the final contract, then the commitment letter should include both a Performance Bond and a Payment Bond.

The Surety shall also maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the Board that the amount in excess of the net retention is protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

IMPORTANT: Required Surety value may be increased or decreased during the negotiation phase and/or contract term if the contract value changes. The School Board shall determine the actual amounts of the performance and/or payment bonds, based upon the final specifications agreed in the award. Surety will be required to provide Surety Bond within ten (10) days after the Board's approval of the final agreement. Prior to the Performance and Payment Bonds being delivered to the Board, the bonds shall be recorded by the awarded Respondent, in the public records of Volusia County, Florida and the bonds delivered to the Board shall indicate such recording has been executed.

Performance and Payment Bond Assurances are required by Section 255.05, Florida Statutes for all construction projects with a contract value greater than \$200,000 and may be required for construction projects with a contract value of \$200,000 or less.

2. ☐ **Substitute Documentation:** Audited Financial Statements.

- a. Submit the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.
- b. Provide the name, title, address, and phone number of the financial officer of the Respondent responsible for providing this information.
- c. The Respondent's audited financial statements will be evaluated by the District's Chief Financial Officer(s) and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

3. ☒ **No Financial Documentation Required.**

Tab 8 – Exceptions to Draft Agreement (Non-Scored)

Provide any exceptions to the District's Contracted Services Agreement (**Attachment "S"**). While the District reserves the right to negotiate any term or condition during the negotiation process, the Proposer agrees that its offer is based on the assumption that the terms and conditions of the draft contract apply. The District reserves the right to reject any proposed exception to the District's standard agreement or any other agreements Proposer requests the School Board to incorporate into the final contract resulting from this RFP. In addition, Proposers must provide any and all documentation or agreements that they anticipate requesting the District to incorporate into the final agreement or sign as a result of this RFP award.

Tab 9 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 10 – Required Documents (Non-Scored)

Proposer shall provide the following documents in the order listed below:

- Attachment "A" Proposer Guarantees and Warranties
- Attachment "B" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Attachment "C" Drug Free Workplace Certification
- Attachment "D" Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Attachment "E" Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest (If Applicable)
- Attachment "F" Policy Regarding Employee Conflict of Interest in Purchasing
- Attachment "G" Public Entity Crimes Form, Notarized
- Attachment "H" Certification Regarding Lobbying
- Attachment "I" Disclosure of Lobbying Activities (If Applicable)
- Attachment "J" Insurance Requirements Form
- Attachment "K" Scrutinized Company Certification
- Attachment "M" W-9 Request for Taxpayer Identification Number and Certification
- Attachment "N" Certification Statement - Prohibition Against Contingent Fees, Notarized

Attachment "P" State of Florida Affidavit Regarding the Use of Coercion for Labor and Services
Attachment "Q" Proposer's Statement of Principal Place of Business

Note: Attach evidence of required insurance coverage or proof of insurability in the amounts indicated in **Attachment "J" Insurance Requirements Form**. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and School Board of Volusia County, Florida contact person.** Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Incorporated and unincorporated Firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the School District of liability in the event they are injured while providing goods and/or services to the School District.

7. **Phase 2: Formal Presentations / Informal Interviews (Max 100 Points):** The Evaluation Team may request formal presentations or informal interviews by the short-listed Proposers. These may be in-person, virtual, or a combination.

If this is determined, your company will be contacted for the presentation or interview, which may occur on the date listed in Section 2.1 Solicitation Timeline. This is an optional presentation or interview that will be determined by the evaluation committee.

SCORING: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the formal presentation / informal interviews. A score of 1 is the least favorable and a score of 5 is the most favorable in all sections.

The Proposer's presentation, interview, demonstration, etc. will be scored by Committee members in accordance with the following scale:

- 1 = Unsatisfactory: Not responsive to the question.
- 2 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 3 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 4 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 5 = Exceeds Expectations for effectiveness and responsiveness to the question.

Formal Presentation / Informal Interview Submittal Criteria	Adjectival Score	Weighted Value
1. Ability, Capacity, and Skill of the Proposer	1-5	25
2. Relevant Experience	1-5	25
3. Approach and Methodology	1-5	25
4. Presentation	1-5	25

All presentations / interviews shall include at minimum:

1. **Ability, Capacity, and Skill of the Proposer – (Weighted Value 25)**

The Proposer's demonstrated ability to comply with the minimum qualifications and mandatory requirements of this RFP. The Proposer's organizational capability, technical expertise, staffing resources, financial stability, and overall capacity necessary to successfully perform the services required under this RFP.

2. **Relevant Experience – (Weighted Value 25)**

The Proposer's demonstrated successful experience providing services substantially similar to those requested in this RFP for Florida school districts, governmental agencies, or organizations of comparable size and complexity. Evaluation will consider the Proposer's demonstrated knowledge of applicable Florida statutes and regulations, the quality and complexity of prior engagements, successful project outcomes, client references, and overall record of performance and customer satisfaction.

3. **Approach and Methodology – (Weighted Value 25)**

The Proposer's demonstrated approach and methodology of how the services herein addressed will be provided. The Proposer presents a clear, comprehensive, and practical approach for delivering the requested services. The evaluation will consider the Proposer's understanding of the District's needs and the effectiveness of the proposed solution. This should include the proposed implementation and project management approach.

4. **Presentation – (Weighted Value 25)**

The Proposer shall deliver an oral presentation to the District's Evaluation Committee, providing an opportunity to demonstrate the firm's capabilities, communication style, and overall fit with the needs of the District's employee benefit program. The presentation shall be evaluated on the Proposer's ability to clearly articulate its approach to each major service area, including account relationship management, actuarial and analytics services, procurement support, open enrollment administration, and regulatory compliance. The evaluation committee will assess the quality and preparedness of the dedicated consultant identified to serve as the primary liaison to the District, with particular attention to how that individual communicates complex benefit and financial information to non-technical audiences such as Insurance Committee members and School Board personnel. The Proposer shall demonstrate its ability to respond to questions in real time, including scenario-based inquiries related to health plan financial forecasting, plan document compliance, solicitation process management, and cost-containment strategies relevant to the District. The clarity, organization, and professionalism of all presentation materials, including slide decks and supporting handouts, will be considered. The Proposer's demonstrated understanding of the specific operational, regulatory, and procurement environment of the District will be weighed in the overall assessment of the presentation.

8. **Proof of Insurance:** Awarded Proposer(s) shall name the **School Board of Volusia County, Florida**, 200 N. Clara Ave, DeLand, FL, 32720 as an additional insured on the Proposer(s) insurance policy. Proof of such insurance in the form of an **Accord Certificate of Insurance** must be provided to the Buyer in charge of this solicitation within seven (7) days of the Award date and must be on file prior to beginning contract performance. The awarded vendor shall procure and maintain the minimum amounts of insurance as specified in this solicitation for the entire duration of any contract resulting from this solicitation.

9. **Licenses and Fees:** The Proposer shall obtain and pay for any applicable licenses and shall comply with all laws, ordinances, and regulations. The Proposer must hold the necessary valid license(s) for the scope of work to be performed at the time their proposal is submitted and for the full duration of the contract. It shall be the responsibility of the Proposer(s) to be knowledgeable and comply with all federal, state, county, and local laws, Board policies and procedures, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Proposer(s) will in no way be a cause for relief from responsibility.
10. **Florida Department of State, Division of Corporations Registration Requirements:** Proposer(s) who are required to be registered with the Florida Department of State, Division of Corporations, or who are incorporated within the State of Florida must furnish their Florida document number, and a screenshot of their “active” status. All registered Proposer(s) must have an active status in order to be eligible to do business with the District. Proposer(s) doing business under a fictitious name, on Page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org. Responding Proposer(s) shall provide this information (a printout from the website) with their proposal.
11. **Assignment of Contract and/or Payment:** The Proposer(s) shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing Contract, or any or all of its right, title or interest herein, or its power to execute such Contract to any person, company, or corporation without prior written consent of the district.
- The Proposer(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the district. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.
12. **Sign-In/Sign-Out:** When performing services on District property, it will be the responsibility of the awarded vendor to have employees sign-in upon arrival and sign-out upon departure with the appropriate personnel (i.e., principal, facility manager, principal’s designated representative, or contract administrator).
13. **Receiving/Payment/Invoicing:** No payment will be made for services without proper purchase order authorization. The District shall pay the awarded vendor pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until materials, goods, or services have been received, inspected, and accepted by the Board in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order. Payment in advance of receipt of goods or services by the Board cannot be made.

Invoicing: Please note that services and parts shall be included in the initial verbal and /or written estimates for the work to be performed. All invoices submitted must contain the following detailed information in order to be processed for payment:

- A. Invoices must be sent to the proper District Representatives under Section 2, paragraph 1
- B. Purchase Order and/or Work Order number
- C. Date or time period of work completed or monthly statement
- D. Location
- E. Itemized labor charges

14. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

1. Could not have been prevented by reasonable precaution;
2. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
3. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
4. An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
5. Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen (15) days, the District shall have the right to terminate the contract by written notice to the successful Vendor.
6. Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Vendor shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Vendor of any obligation it may have regarding disaster recovery, whether under the contract or at law.

15. Jessica Lunsford Act (JLA): For more information on the requirements and how to receive a clearance badge to be in compliance with JLA, visit the District website [Jessica Lunsford Act \(JLA\) - Volusia County Schools \(vcsedu.org\)](https://www.vcsedu.org/jla).

16. Possession of Firearms: Possession of firearms will not be tolerated on District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

1. No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on School Board property in any manner or on any occasion. Violation of this provision by the Proposer, or failure of Proposer to enforce this provision with its personnel, shall constitute a material breach of the Contract.

- 17. Termination for Cause and Convenience:** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement [2 CFR 200 Appendix II(B)].
- 18. Termination For Default:** The School Board may terminate all or any part of a subsequent award by giving notice of default to Proposer, if Proposer: refuses or fails to deliver the goods or services within the time specified; fails to comply with any of the provisions of this Solicitation, or so fails to make progress as to endanger performances, hereunder, or becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- 19. List of Attachments and Documents to be Signed and Returned with Solicitation Submittal:**
- Attachment "A" Proposer Guarantees and Warranties
 - Attachment "B" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
 - Attachment "C" Drug Free Workplace Certification
 - Attachment "D" Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
 - Attachment "E" Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest (If Applicable)
 - Attachment "F" Policy Regarding Employee Conflict of Interest in Purchasing
 - Attachment "G" Public Entity Crimes Form, Notarized
 - Attachment "H" Certification Regarding Lobbying
 - Attachment "I" Disclosure of Lobbying Activities (If Applicable)
 - Attachment "J" Insurance Requirements Form
 - Attachment "K" Scrutinized Company Certification
 - Attachment "L" Respondent's Experience/Qualifications and References
 - Attachment "M" W-9 Request for Taxpayer Identification Number and Certification
 - Attachment "N" Certification Statement - Prohibition Against Contingent Fees, Notarized
 - Attachment "O" Non-Disclosure Agreement for Confidential Materials (Including Exhibit "A")*, If Applicable
 - Attachment "P" State of Florida Affidavit Regarding the Use of Coercion for Labor and Services
 - Attachment "Q" Proposer's Statement of Principal Place of Business
 - Attachment "R" Price Schedule
 - Attachment "S" Sample Contracted Services Agreement
 - Attachment "T" Questionnaire

If a document does not apply to you, please mark it N/A and return it with your submittal.

*All materials that qualify as "trade secrets" shall be segregated, clearly labeled, and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



Attachment "A"

PROPOSER GUARANTEES AND WARRANTIES

- I. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.
- II. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
- III. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the School Board of Volusia County.
- IV. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- V. The Proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section 1.3, Scope of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



Attachment "B"

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
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 form 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction 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 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 Non-procurement 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.



Attachment "B"

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 Non-Procurement 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	Title of Authorized Representative
Signature	Date

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



Attachment "C"

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____

(Name of Business) DOES:

1. 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.
2. 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer: _____

Date: _____



Attachment "D"

AUTHENTICATION OF PROPOSAL AND STATEMENT **OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the vendor is a corporation).
2. That the submitted proposal covering School Board of Volusia County, Florida's **SOLICITATION RFP-2026-4020-JW** has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Negotiate, designed to limit the independent proposing or competition as prohibited by provisions; or any attendant procurement regulations of the School Board of Volusia County, Florida.
3. That the contents of the proposal have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the proposal.
4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.
5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.
6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items proposed above, a contract shall thereby be created with respect to the items in this proposal being accepted.
7. That I have fully informed myself regarding and affirm the accuracy of all statements in this proposal, including the price proposal.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES PROPOSAL:

SIGNED BY _____ TITLE _____

COMPANY NAME _____ TELEPHONE NO. _____

ADDRESS _____ DATE _____

CITY _____ STATE _____ ZIP CODE _____



Attachment "E"

REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.

See previous page for full policy statement.

Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request	<input type="checkbox"/> Employee <input type="checkbox"/> Former Employee
Division / Department	Separation Date:
Building / Room	Telephone Extension

CHECK AND COMPLETE THE APPROPRIATE ITEM:

- ☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

- ☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

- ☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.

I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee	Date
-----------------------	------

APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval
--	-------------------------------

* See reverse side for definition



Attachment “F”

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions:

Employee—any individual who is presently employed by the District or whose separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy:

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all proposers must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the proposer’s firm.

(F.S. Chapter 112, Part III.) — “No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer’s or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.
Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer’s or employee’s own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.”

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any “compensation” or “gifts”.

Pursuant to Section 1-3 of the Volusia County School’s Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES PROPOSAL

SIGNED BY: _____ TITLE: _____

COMPANY NAME: _____ TELEPHONE NO.: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____



Attachment "G"

PUBLIC ENTITY CRIMES FORM SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. RFP-2026-4020-JW for Employee Benefits Consulting Services.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (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: _____.
3. My name is _____ and my relationship to the _____ (entity name above) is _____.
4. 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, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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.
6. I understand that an "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. as 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 an 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 for fair market value under an arm's length agreement, shall be a prima 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 preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 into a binding contract and which proposal or applies to proposal 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 an entity.



Attachment “G” (Continued)

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any 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, members, 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, AND (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

_____APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____ and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

Notary Signature: _____ Date: _____

My commission expires: _____

Stamp/Seal:



Attachment “H”

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

Name of Organization

Address of Organization

Name /Title of Submitting Official

Signature

Date



Attachment "I"

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See the following page for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. proposal/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____ (if known)	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a)	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only: Authorized for Local Reproduction Standard Form LLL (Rev.7-97)		



Attachment "I" (Continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal (SOLICITATION) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "SOLICITATION-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.
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Attachment "K"

Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

NAME AND TITLE: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>



Attachment "L"

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

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, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: _____ Years performing work specialty: _____

License or business tax receipt currently valid in force: _____

2. Contractor's Representative

Provide the following information for the person to be assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

Name: _____ Phone #: _____ Cell #: _____

Email: _____

3. Has Vendor been declared in default of any contract? ☐ Yes ☐ No

4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract?

☐ Yes ☐ No

5. 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 there under? ☐ Yes ☐ No

6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No

7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☐ No

8. 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

9. References: Provide at least three (3) references from firm's same/similar projects completed within the past five (5) years that are the same or larger in magnitude as this solicitation. If you're unable to provide at least three (3) references; provide a thorough explanation as to why not.



Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____

Contract Dates: _____

Project Name: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____

Contract Dates: _____

Project Name: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____

Contract Dates: _____

Project Name: _____



Attachment "M"

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor

☐ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

or
Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

Revised 2-18-2026



Attachment “N”

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 11.047, the following statement, duly signed and notarized, must be included in each proposal:

The Proposer, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name: _____
Commission No.: _____
Commission Expires: _____

(Seal)



ATTACHMENT "O"

Non-Disclosure Agreement For Confidential Materials

Solicitation # RFP-2026-4020-JW

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE EVALUATION COMMITTEE ON THE DAY OF THE EVALUATION*; THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Proposer: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Volusia County, a political subdivision of the State of Florida (the "District"), and the above-named Proposer (hereinafter the "Proposer"). The School Board of Volusia County and the Proposer are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Proposer possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Volusia County for the purpose of responding to a request for qualifications or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Proposer.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Proposer agree as follows:

a. Confidential Materials. The Proposer warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

b. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Proposer may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

c. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- 1) Information already known or independently developed by the School Board;
- 2) Information in the public domain through no wrongful act of the School Board;



ATTACHMENT "O" (CONTINUED)

- 3) Information received by the School Board from a third party who was legally free to disclose it;
- 4) Information disclosed by the Proposer to a third party without restriction on disclosure;
- 5) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- 6) Information that is disclosed with the prior written consent of the Proposer, but only to the extent permitted by such consent.

d. Non-Disclosure by Proposer. In the event that the School Board discloses confidential or trade secret information to Proposer, the Proposer agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Proposer, or at any time upon request of the School Board, Proposer agrees to return such information (including any copies) to the School Board.

e. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

f. Limitations of Florida Law. Proposer understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Proposer to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Proposer further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

g. Indemnification by Proposer. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Proposer shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys' fees arising from the School Board's refusal to disclose such materials.

h. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

i. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.



ATTACHMENT “O” (CONTINUED)

j. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Proposer designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

School Board of Volusia County, Florida
Director of Procurement
200 North Clara Avenue
DeLand, FL 32720

k. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

l. Proposer and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School Board of Volusia County, Florida

BY: _____
NAME: Enid Kunce
TITLE: Director of Procurement
DATE: _____

Proposer

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

School Board of Volusia County, Florida
200 North Clara Ave.
DeLand, FL 32720



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ATTACHMENT "O" CONTINUED

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Exhibit "A"

DESCRIPTION OF CONFIDENTIAL MATERIALS



ATTACHMENT "P"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13) and 287.1346 (4) 2, Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

I, _____ swear and affirm, under penalties of perjury, that I have read the foregoing document and that the facts stated in it are true to the best of my knowledge.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____ Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature of Notary: _____

Name typed, printed or stamped: _____

Expiration: _____



ATTACHMENT "Q"
Proposer's Statement of Principal Place of Business
(To be completed by each Proposer)

Name of Proposer: _____

Identify the state in which the Proposer has its principal place of business: _____

Proposer's signature: _____ Date: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your proposal. **No further action is required.** If your principal place of business is outside of the State of Florida, the following information must be completed by an attorney and returned with your bid response. **Failure to comply shall be considered to be non-responsive to the terms of this solicitation.**

OPINION OF OUT-OF-STATE PROPOSER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a Bidder whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: _____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state Proposer's attorney: _____

Telephone number of out-of-state Proposer's attorney (_____) _____

Email address of out-of-state Proposer's attorney: _____

Attorney's states of bar admission: _____

Attachment “R”

**Price Schedule
(Posted as a Separate Document)**

Attachment “S”

**Sample Contracted Services Agreement
(Posted as a Separate Document)**

Attachment “T”

**Questionnaire
(Posted as a Separate Document)**

PROPOSER'S CHECKLIST

Proposers shall indicate compliance with the Proposal submittal requirements by submitting each required signed document, initialing each box, and signing at the bottom.

Item	Included (Initial Each)	Correlating Tab / Section	Description
1		1	Solicitation Title Cover Page RFP-2026-4020-JW Employee Benefits and Consulting Services
2		1	Table of Contents (include clear identification of each tab with page numbers)
3		1	Submittal Letter and Proposer's Profile
4		2	Experience and Past Performance, and References
5		3	Price Schedule (Attachment "R" Price Schedule)
6		4	Technical Approach and Methodology
7		5	Actuarial and Analytics Capabilities
8		6	Benefits Administration Capabilities
9		7	Confidential Materials, Performance and Payment Bond, Audited Financial Statements, and Litigation Information
10		8	Exceptions to Draft Agreement
11		9	Addenda Signed (If Applicable)
12		10	Attachment "A" Proposer Guarantees and Warranties
13		10	Attachment "B" Certification Regarding Debarment
14		10	Attachment "C" Drugfree Workplace Certificate
15		10	Attachment "D" Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest
16		10	Attachment "E" Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest
17		10	Attachment "F" Policy Regarding Employee Conflict of Interest in Purchasing
18		10	Attachment "G" Public Entity Crimes Form
19		10	Attachment "H" Certificate Regarding Lobbying
20		10	Attachment "I" Disclosure of Lobbying Activities
21		10	Attachment "J" Insurance Requirements Form
22		10	Attachment "K" Scrutinized Company Form
23		2	Attachment "L" Respondent's Experience/Qualifications and References
24		10	Attachment "M" IRS W-9 Request for Taxpayer Identification and Certification
25		10	Attachment "N" Certification Statement – Prohibition Against Contingent Fees

School Board of Volusia County, Florida
200 North Clara Ave.
DeLand, FL 32720

Request for Proposal No.: RFP-2026-4020-JW
Date: June 17, 2026
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Title: Employee Benefits Consulting Services

26		7	Attachment "O" Non-Disclosure Agreement For Confidential Materials (Including Exhibit "A"), if Applicable
27		10	Attachment "P" State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Technical and Functional Requirements
28		10	Attachment "Q" Proposer's Statement of Principal Place of Business
29		3	Attachment "R" Price Schedule
30		8	Attachment "S" Sample Contracted Services Agreement Exceptions
31		4	Attachment "T" Questionnaire

PROPOSER'S SIGNATURE: _____ **DATE:** _____

TYPE OR PRINT COMPANY NAME: _____