




**Memorandum from Purchasing Department**

***Letter of Instruction for RFP #251-23-239***

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net).**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Submit one (3) signed, original executed proposal responses and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.**
- **Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**

 1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610 <b>Refer ALL Inquiries to:</b> Petra Gooding Telephone No: 919-588-3456 E-Mail: <a href="mailto:bids-pgooding@wcpss.net">bids-pgooding@wcpss.net</a>	<b>Request for Proposal #251-23-239</b>	
	<b>FLEXIBLE BENEFIT PLANS/CAFETERIA PLANS</b>	
	Contract Type: Open Market	
	Commodity: 8413 – Insurance & Retirement Services	
	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

**NOTICE TO VENDORS**

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Proposals submitted via facsimile (FAX) machine or email in response to this Request for Proposal will not be acceptable. Proposals are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.**

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of proposal opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_ % \_\_\_\_ days.

Submit **one (1) signed, original executed** proposal response, and 1 electronic copy on a flash drive (emails will not be accepted) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

**MAILING INSTRUCTIONS:** Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<b><u>DELIVER TO:</u></b>
PROPOSAL NO. RFP 251-23-239  Wake County Public School System  ATTN: Petra Gooding, Purchasing Manager  Purchasing Department, Building F  1551 Rock Quarry Road  Raleigh NC 27610-4145

### **RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	WCPSS	10-17-22
Pre-Bid conference	WCPSS	11-2-22
Submit written questions to <a href="mailto:bids-pgooding@wcpss.net">bids-pgooding@wcpss.net</a> (Reference RFP # in the subject line)	Vendor	11-15-22 by 2:00 pm ET
Provide Responses to Questions	WCPSS	11-22-22 by end-of-business
Submit Proposals	Vendor	2-21-23 @ 2:00 PM ET
Evaluations of Proposals completed	WCPSS	4-18-23
Anticipated selection of vendor	WCPSS	5-31-23

### **PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net) by the date and time specified above. Vendors should enter "RFP #251-23-239 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum to the Interactive Purchasing System (IPS),

<http://www.ips.state.nc.us> and WCPSS Purchasing website <http://www.wcpss.net/domain/101>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. **Vendors shall rely only on written material contained in an Addendum to this RFP.**

## **PROPOSAL EVALUATION**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

## **METHOD OF AWARD**

**All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received.**

## **IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

***During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1, 2, and 3.***

## **INTRODUCTION WITH MANDATORY REQUIREMENTS**

### **Introduction**

The Wake County Public School System, hereinafter referred to as “WCPSS,” is seeking a responsible Proposer (broker/consulting services), with demonstrated competence in administering and offering qualified Section 125 Cafeteria Plans as described in the Scope of Services of this Request for Proposal (“RFP”). WCPSS’s objective is to ensure that our employees are offered the best services and products at competitive rates. Minority businesses are encouraged to participate in the RFP process.

### **Questions/Inquiries**

Questions may be submitted in writing (by mail, hand-delivery, or e-mail to the Buyer of Record specified below, and must be received no later than **Tuesday, November 15, 2022, at 2:00 pm**. All questions should be addressed as follows: **QUESTIONS RFP #251-23-239 – Flexible Benefit Plans**. Vendors may also submit questions by utilizing Appendix F of the RFP. Responses will be posted on the IPS and WCPSS bid websites, and emailed to the proposer’s point of contact, by the end-of-business on **Tuesday, November 22, 2022**.

### **Buyer of Record**

Upon receipt of this RFP, all Proposer communications concerning this RFP, including any Questions/Inquiries as described above, must be directed to the Buyer of Record listed below. Unauthorized contact regarding this RFP with other WCPSS employees may result in disqualification. Any oral communications will be considered unofficial and non-binding to WCPSS. Proposers should communicate by email to [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net) or by mail or hand-delivery to:

**Wake County Public School System  
ATTN: Petra Gooding, Purchasing Manager  
Purchasing Department, Building F  
1551 Rock Quarry Road  
Raleigh, NC 27610**

**Note:** A person or affiliate who has been placed on the Debarred Vendor List for the Federal Government or the State of North Carolina may not submit a Proposal to provide goods or services for a period of 36 months from the date of being placed on the List.

### **Insurance Contract Term and Award**

The initial insurance contract term will begin on January 1, 2024. WCPSS anticipates that the initial term of this insurance contract shall be from the effective date until the insurance contract expiration date, which will be for a three-year term with the option of two additional one-year renewal terms.

### **Evaluation/Award**

Evaluation and award of this Proposal shall be made based upon the total number of points awarded for all areas as outlined under ‘Evaluation’ of this RFP. The WCPSS reserves the right to reject any and all Proposals and to waive any minor technicalities where it is determined to be in the best interest of the WCPSS.

### **Premium Rates and Fees**

Rates and fees shall apply per insured person and per insured person with dependents and shall be guaranteed for the entire length of the insurance contract period awarded.

**Confidentially and Prohibited Communications During Evaluation**

During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the WCPSS Board of Education, purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

**SCOPE OF WORK**

WCPSS is searching for a broker/consultant with evidence that they can provide benefit plans and administration services for employees at WCPSS. It is the intent of the WCPSS to meet or exceed the current flexible benefits currently offered. This RFP does not indicate in any way that we are dissatisfied with the services, plans and/or products of our current provider, instead we are ensuring that our employees are continually offered competitive benefit services and products available. Vendors shall have a record and experience providing administrative services for Section 125 cafeteria plans. WCPSS has over 18,000 benefit eligible employees and offers thirteen (13) different flexible benefit plans. WCPSS is not seeking proposals for the State health plans and the WCPSS self-insured dental plans. All benefit plans are enrolled annually or upon a qualified life event through either a single enrollment site or via an on-site representative with enrollers trained and provided by the broker.

**Benefit Plans**

Proposals shall include up to five (5) independent insurance providers that cumulatively offer at minimum the below listed benefit plans to WCPSS benefit eligible employees with comparable if not better premium rates and plan benefits. It is the intent of the WCPSS to meet or exceed the current ancillary benefits currently offered.

- |  |   |
|--|---|
| -Health Care Flexible Spending Account | -Dependent Care Flexible Spending Account |
| -Long-term Disability                  | -Short-term Disability                    |
| -Vision Benefit Plan                   | -Accident Insurance                       |
| -Cancer Insurance                      | -Medical Bridge Indemnity Insurance       |
| -Group Critical Care Insurance         | -Group Term Life Insurance                |
| -Group Universal Life                  | -Term Life Insurance                      |
| -Whole Life Insurance                  |   |

***Vendor acknowledgement (please initial)*** \_\_\_\_\_

**Underwriting Information**

- Current Benefit Plans - **Appendix A.**
- Census information - **Appendix B.**
- Current premium rates - **Appendix C.**
- Current plan participant rates - **Appendix D.**

**Implementation Milestones and Due Dates**

The following are expected milestones with WCPSS's desired due dates:

<b>DATE (approximate)</b>	<b>ACTIVITY</b>
Within 10 business days of awarded contract	Kick off meeting with WCPSS.
Within 30 calendar days of awarded contract	Begin implementation meetings with WCPSS.
By end of month June 2023	Confirmation from BenefitFocus that online enrollment testing is error free and secure transmission of elected benefit plans are available through their site at no cost to WCPSS, AND/OR confirm and demonstrate that another (single) on-line website is accurately functioning and available to WCPSS employees for enrollment purposes at no cost to WCPSS.
By end of month August 2023	Provide Benefits Booklets to WCPSS for distribution. Submit marketing plan and any associated materials for open enrollment. Submit an action plan for employee site meetings. Establish necessary accounting services with the WCPSS to enable electronic funds transfer.
During September 2023- November 2023	Host open enrollment meetings at school/department locations.
By end of month November 2023	Receive, load, and audit positive files for open enrollment for coverage beginning January 1, 2024.
By mid-December 2023	Issue identification cards as needed to be received by January 1, 2024, effective date.
January 1, 2024	Commence benefit coverage and administration of plan/benefits.

**REQUIRED PROPOSAL DOCUMENTATION****Warranties, Insurance Contract and Proposer Requirements**

Each Proposer shall warrant that it understands, represents, and acknowledges that it is professionally qualified and possesses the requisite skills, knowledge, qualifications, and experience to provide the required services. Each Proposer shall also acknowledge and verify the insurance contract and proposer requirements listed herein. The mandatory requirements included in **Appendix J** must be verified as follows; if the Proposer cannot so certify to any of following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so within **Appendix J**, Mandatory Warranties and Requirements Questionnaire. Proposers failing to submit **Appendix J**, Mandatory Warranties and Requirements Questionnaire in compliance with the requirements set forth herein may be disqualified and removed from further evaluation.

**Vendor acknowledgement (please initial)** \_\_\_\_\_

**Statement of Compliance**

It is the intent of the WCPSS to meet or exceed WCPSS's current benefit plans. In submitting a Proposal, each Proposer understands, represents, and acknowledges all the conditions of the RFP (if the Proposer cannot so certify to any conditions of the RFP, the Proposer shall submit with its Proposal a written explanation of why it cannot do so within **Appendix K** - Technical/Reference Proposal). If it is determined at any time including after award that the resultant benefit plan contracts reduce benefits or terms and conditions that were previously provided to WCPSS, then benefits, terms and conditions shall be provided in the same manner that the award was based upon. Proposers must document within the Technical/Reference Questionnaire – **Appendix K** included herein a Statement of Compliance to ensure that the resultant benefit plan contracts including all terms and conditions will not reduce benefits for insured's. Proposers shall stay current with Federal, State, and Local regulations as well as inform WCPSS of any approaching compliance



related changes. Proposers unable to provide a Statement of Compliance must include a written explanation of why it cannot certify compliance.

***Vendor acknowledgement (please initial)*** \_\_\_\_\_

### **Premium (Cost) Proposal**

Rates must be proposed for a three-year insurance contract period, with the option of two additional one-year renewal terms. The Premium (cost) Proposal is to be submitted by completing the Premium (cost) Proposal Rating Form in **Appendix L**. No finder fees or compensation of any sort shall be payable to any party involved in the completion of a Proposal.

- Premium (cost) quotations must be the total premium cost specific to each benefit plan that aligns with each of the offered benefits plans within this RFP.
- Administrative (cost) quotations must be a combined total of the administrative fees and expenses (including the production, printing, and mailing/distribution of forms, brochures, booklets, ID cards, etc.), marketing expenses, reports, etc.

### **Performance Guarantees and Liquidated Damages**

The Contractor shall issue performance guarantees for each category listed in **Appendix P** with measurable customer service satisfaction ratings upon being awarded the contract. In addition, the Contractor is responsible for providing key performance metrics including but not limited to; claim turnaround time, payment accuracy, and response time, to document compliance with performance guarantees every year in July for data representing the prior 12 months.

***Vendor acknowledgement (please initial)*** \_\_\_\_\_

### **Customer Service**

The successful Proposer must provide and thoroughly demonstrate the following.

1. Telephonic customer services and include a toll-free telephone number with access to trained staff to answer questions regarding benefits, claims, electronic ability to print ID cards as necessary.
2. An annual customer service satisfaction tool that captures satisfaction levels.
3. Metrics of service-related issues.
4. An authentication process without the need of social security numbers.
5. Consolidated paperback and electronic annual benefit booklet for all employees.
6. The communication processes and system requirements for enrollment, life event changes, and marketing efforts.
7. The process for response times of escalations, mediations, and resolutions of participant concerns.
8. Relevant industry trends impacting WCPSS at least twice a year.
9. Evidence of a local customer service presence that demonstrates the ability to physically meet with Benefit staff and participants throughout Wake County.
10. Monthly reconciliation reports with clearly defined resolutions for premium differences within 60 days of receiving the employee's premium payment.
11. Online enrollment to all eligible employees through HRinTouch, Benefitfocus, or another customized platform.
12. Easily understandable electronic or paper Explanation of Benefits (EOB).
13. A legal action summary including statement as to whether there are any outstanding legal actions or potential claims against the Contractor, a brief description of any settled or closed legal actions or claims against the Contractor over the past five (5) years, & a description of any judgments against the Contractor within the past five (5) years, with the case name.



14. A held harmless confirmation of participants transferring benefit plans.
15. A list of goods & services with associated costs & fees payable by WCPSS.
16. A detailed billing and reporting process for payroll deductions and plan changes.
17. Confirmation that the administration of COBRA for each plan is conducted by the insurer and not a third party.
18. A website with participant specific benefit plan details with premium rate as well as electronic claim submission with tracking history. As part of the evaluation process proposers shall provide access to the website for review purposes.
19. Evidence of a presence in the North Carolina governmental space including agencies with over 10,000 employees.
20. A written Problem Escalation Procedure for routine and emergency situations.

***Vendor acknowledgement (please initial) \_\_\_\_\_***

### **Additional Required Administrative Documents:**

1. Completed & Signed Execution Page (page 2 of the RFP)
2. Hub Identification Document ([Appendix E](#))
3. Questionnaire ([Appendix F](#))
4. References ([Appendix G](#))
5. Non-Collusion Statement ([Appendix H](#))
6. Disclosure Information ([Appendix I](#))
7. General Business Information: Required for the Proposer, agent, insurer, and any other organization associated with this RFP ([Appendix M](#))
8. Drug Free Workplace Certification Form ([Appendix N](#))
9. Electronic Verification Compliance ([Appendix O](#))
10. Vendor's Proposal Checklist ([Appendix Q](#))
11. Sample copies of proposed benefit plans

***Vendor acknowledgement (please initial) \_\_\_\_\_***

### **Submission of Proposals**

Insurers may submit proposals through multiple agents and agents may submit proposals from multiple insurers, as long as proposals are submitted in separate, sealed packages. Three originals and one electronic copy on a flash drive of the Proposal must be provided.

## **EVALUATION**

### **Overview**

Proposals are eligible for a maximum of 100 points (60 Technical/References; 40 Premium (Cost)). Any Proposal that does not meet all of the mandatory requirements may be disqualified. WCPSS reserves the right at any time and for any reason to cancel this RFP. WCPSS reserves the right to waive any immaterial defects or irregularities in any Proposal and reject any and/or all Proposals.

### **Overall Evaluation of Technical/Reference Proposal**

Incompleteness, inconsistencies, or inaccuracies in the Technical/Reference Proposal may result in a lower technical score. Proposers must convey the technical answers in [Appendix J](#) and [Appendix K](#) herein, including any supporting documentation necessary to meet the requirements of the RFP.

### **Evaluation of Premium (Cost) Proposals**

Proposers failing to submit Premium (Cost) Proposals will be disqualified and removed from further evaluation. WCPSS will evaluate the data from the Premium (Cost) Proposal (**Appendix L**), for a maximum of 40 points.

### **Selection of Successful Proposer and Insurance Contract Award**

The award will be made to the responsible Proposer whose written Proposal is highest ranked and determined to be the most advantageous to WCPSS, taking into account all evaluation factors set forth in this RFP and subject to WCPSS's and such Proposer's ability to agree and enter into a final insurance contract.

## **Attachments**

### **TERMS & CONDITIONS**

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single vendor, unless otherwise described in the RFP. The right is reserved, however, to make awards to multiple vendors, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Vendors should show any required unit prices but are requested also to offer a lump sum price where appropriate.

**RFP EVALUATION:** Proposals are requested for the services in the RFP. Wake County Public School System reserves the right to reject any proposal for any reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by vendor. Otherwise, it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendor will be held responsible therefor. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

**FIRM PROPOSAL:** Prices and any other entry made hereon by the vendor shall be considered firm and not subject to change or withdrawal.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

**CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:** During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Debra Wallace at [dwallace2@wcpss.net](mailto:dwallace2@wcpss.net).

### **TERMS AND CONDITIONS**

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.

2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **EXECUTION:** Failure to sign under EXECUTION section may render proposal invalid.

4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.

5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.

6. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and vendor will be held responsible, therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or

implying that any deviation will be acceptable.

**7. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.

**8. ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.

**9. AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.

**10. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

**11. CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

**12. AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

**13. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.

**14. DEFAULT AND PERFORMANCE BOND:** In case of default by the vendor, WCPSS may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to WCPSS.

**15. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the vendor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

**16. TAXES:** Any applicable taxes shall be invoiced as a separate item.

**17. SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

**18. GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.

**19. INSPECTION AT VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant, or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

**20. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the vendor for payment if the vendor accepts that card (Visa, Mastercard, etc.) from other customers.

**21. PATENT:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

**22. ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.

**23. INSURANCE:**

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. Public liability and Property Damage Insurance - The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

**24. GENERAL INDEMNITY:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

**25. LUNS福德 ACT/CRIMINAL BACKGROUND CHECKS:** The Vendor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the state Sex Offender and Public Protection Registration Program, the state Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Vendor's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Vendor shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Vendor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Vendor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Vendor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Vendor's expense. If the school system exercises this right to conduct additional criminal records checks, Vendor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Vendor from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students,

school personnel or others.

**26. ACCESS TO PERSONS AND RECORDS:** WCPSS and its internal auditors shall have access to persons and records as a result of this contract. Vendor shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

**27. COMPLIANCE WITH E-VERIFY:** Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Vendor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Vendor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

**28. COMPLIANCE WITH AFFORDABLE CARE ACT:** Vendor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

**29. RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

**30. Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Vendor shall reimburse the School System for any for any costs and expenses incurred by the School System resulting from the Vendor’s default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

**31. Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the School System to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Vendor for all services performed and accepted as of the date of termination.

**32. BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

**COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.8133.

**ETHICS AND THE PURCHASING FUNCTION Policy Code: 6401/9100**

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities. The Board's purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.
2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code: 6401/9100* a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.
5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.
6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.
7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value (\$50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of \$100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.



8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

## APPENDIX A

### **CURRENT VENDORS AND FLEXIBLE BENEFIT PLANS**

(Click plan type for plan details via google doc/website)

#### **Wake County Public School System**

[2023 Benefits Enrollment Booklet](#)

#### **Colonial**

[Short-term Disability](#)

[Accident Insurance](#)

[Cancer Insurance](#)

[Medical Bridge Indemnity Insurance](#) ([plan 2](#))

[Group Critical Care Insurance](#)

[Group Term Life Insurance](#)

[Term Life Insurance](#)

[Whole Life Insurance](#)

#### **MetLife**

[Group Universal Life](#)

#### **Sun Life**

[Long-term Disability](#)

#### **Superior Vision**

[Vision Benefit Plan](#)

#### **Ameriflex**

[Health Care Flexible Spending Account](#)

[Dependent Care Flexible Spending Account](#)

## APPENDIX B

### CENSUS DATA

Click on [Census Data](#) to access details via google sheets.

**APPENDIX C****EMPLOYEE PREMIUM COSTS/RATES PLAN YEAR 2022**

<b><u>PLAN</u></b>	<b><u>COST / RATE (12-month range - See Plan Doc)</u></b>
Short-term Disability.....	\$31.90 - \$73.90 (based on earnings and selected plan)
Accident Insurance.....	\$11.98 - \$98.31/month (based on numerous factors)
Cancer Insurance.....	\$11.45 - \$60.00 (based on numerous factors)
Medical Bridge Indemnity Insurance...	\$35.60 - \$77.90 & <i>Plan 2</i> : \$25.60 - \$62.85/month (based on age)
Group Critical Care Insurance.....	\$.25 - \$32.04/month (based on numerous factors)
Group Term Life Insurance.....	\$.18/\$1000/month (based on coverage amount)
Term Life Insurance.....	\$5.37 - \$286.29 (based on numerous factors)
Whole Life Insurance.....	\$10.84 - \$384.35 (based on numerous factors)
Group Universal Life.....	\$.143 - \$33.122/\$1000/month (based on age & coverage amount)
Long-term Disability.....	\$5.75 - \$28.75/month (based on earnings & coverage tier)
Vision Benefit Plan.....	\$9.88 - \$28.16/month (based on contract length & coverage tier)
Health Care FSA.....	\$0 - \$2,850/year (IRS limits)
Dependent Care FSA.....	\$0 - \$5,000/year/household or \$2,500/year/joint filer (IRS limits)

**APPENDIX D****PLAN PARTICIPANTS**

<b><u>PLAN</u></b>	<b><u>PARTICIPANTS (as of September 2022)</u></b>
Short-term Disability.....	3,395
Accident Insurance.....	1,152
Cancer Insurance.....	3,385
Medical Bridge Indemnity Insurance.....	1,937
Group Critical Care Insurance.....	963
Group Term Life Insurance.....	1,630
Term Life Insurance.....	1,385
Whole Life Insurance.....	1,242
Group Universal Life.....	292
Long-term Disability.....	N/A (newly offered for 2023)
Vision Benefit Plan.....	12,350
Health Care FSA.....	6,046
Dependent Care FSA.....	428

**APPENDIX E****HUB IDENTIFICATION DOCUMENT****MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION**

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- ☐ Minority Owned Business
- ☐ Woman Owned Business
- ☐ Small Business Enterprise

\_\_\_\_ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

\_\_\_\_ No, my company has not yet received HUB or MWBE certification but meet the above criteria.

\_\_\_\_ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

APPENDIX F

VENDOR QUESTIONS

This document may be used to submit vendor questions prior to November 15, 2022, at 2:00 pm ET. Vendors are not required to use this form to submit questions, as long as the format on page 5 of the RFP is followed.

Wake County Public School System  
Purchasing Department  
Attn: Petra Gooding, Purchasing Manager  
1551 Rock Quarry Road  
Raleigh, NC 27610-4145  
PHONE: (919) 588-3456  
EMAIL: [BIDS-PGOODING@WCPSS.NET](mailto:BIDS-PGOODING@WCPSS.NET)

PROPOSER'S NAME\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

Question:\_\_\_\_\_

CONTACT PERSON\_\_\_\_\_PHONE #\_\_\_\_\_

EMAIL ADDRESS\_\_\_\_\_

DATE SUBMITTED\_\_\_\_\_



**APPENDIX G****REFERENCES**

Please use the format below for submitting references as outlined in the RFP.

**Organization 1:**

Point of Contact:

Mailing Address:

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Length of Relationship: \_\_\_\_\_ Type of Insurance Contract \_\_\_\_\_

No. of covered employees: \_\_\_\_\_ No. of benefit eligible employees: \_\_\_\_\_

Insurer Providing Insurance Contract: \_\_\_\_\_

Agent Name (if applicable): \_\_\_\_\_

Client Reference Type: ☐ Public Sector ☐ Private Client

**Organization 2:**

Point of Contact:

Mailing Address:

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Length of Relationship: \_\_\_\_\_ Type of Insurance Contract \_\_\_\_\_

No. of covered employees: \_\_\_\_\_ No. of benefit eligible employees: \_\_\_\_\_

Insurer Providing Insurance Contract: \_\_\_\_\_

Agent Name (if applicable): \_\_\_\_\_

Client Reference Type: ☐ Public Sector ☐ Private Client

**Organization 3:**

Point of Contact:

Mailing Address:

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Length of Relationship: \_\_\_\_\_ Type of Insurance Contract \_\_\_\_\_

No. of covered employees: \_\_\_\_\_ No. of benefit eligible employees: \_\_\_\_\_

Insurer Providing Insurance Contract: \_\_\_\_\_

Agent Name (if applicable): \_\_\_\_\_

Client Reference Type: ☐ Public Sector ☐ Private Client

**APPENDIX H****NON-COLLUSION STATEMENT**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Request for Proposal including, but not limited to, certification requirements. In submitting a proposal to the Wake County Public School System, the organization offers and agrees that, upon acceptance, the organization is deemed to have sold, assigned, and transferred to the Wake County Public School System all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of North Carolina relating to the particular commodities or services which may be purchased or acquired by the Wake County Public School System.

RFP: \_\_\_\_\_

Proposer: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature

Date

Authorized Officer: \_\_\_\_\_

Printed or typed name

Title or Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPENDIX I****DISCLOSURE INFORMATION**

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent, or lobbyist who is/was a current or former member, officer, or employee of the Wake County Public School System or any of its units and was, is, or will be significantly involved in preparing or approving this contract, representing the interests of the organization regarding this contract, or doing the work covered under this contract.

That the following identified current or former member or employee of the Wake County Public School System owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

If none, check here \_\_\_\_\_

RFP: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature

Date

Authorized Officer: \_\_\_\_\_

Print or type name

Title or Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPENDIX J****MANDATORY WARRANTIES AND REQUIREMENTS**

Each Proposer shall warrant that they understand, represent, and acknowledge that it is professionally qualified and possesses the requisite skills, knowledge, qualifications, and experience to provide the required services. The mandatory requirements included must be verified as follows (if the Proposer cannot so certify to any of the following, the Proposer shall submit with its Proposal a written explanation of why it cannot agree and include reasoning for noncompliance. In the following chart please check (✓) each item on the featured outline with an appropriate response. Include all supporting verification and documentation.

**Name of Proposer:** \_\_\_\_\_

<b>Warranties and Requirements</b>	<b>Agree</b>
The insurer has a minimum of five years' experience in writing, underwriting, and servicing cafeteria plans.	
The experience of the insurer's current book of business includes at least two contracts having a minimum of 10,000 benefit eligible employees and 2,000 participants.	
All organizations associated with this RFP or the resultant insurance contract, including the agent or any other organization, has experience with at least two contracts having a minimum of 10,000 benefit eligible employees.	
All insurance agents associated with this RFP, or the resultant insurance contract possess a North Carolina resident or nonresident license.	
All organizations associated with this RFP, or the resultant insurance contract have a minimum of three years' experience in marketing cafeteria plans.	
The Proposer, including the insurer, agent or any other organization associated with this RFP or the resultant insurance contract is currently or will be registered with the State of North Carolina, prior to the insurance contract award.	
The Proposer, including the insurer, agent or any other organization associated with this RFP or the resultant insurance contract is not currently under suspension or debarment by the State or any other governmental authority.	
Insurers will submit the most recent years audited financial statement if requested by WCPSS.	
To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers, employees, or any other organization associated with this RFP, or the resultant insurance contract are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.	
To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers, or any other organization associated with this RFP, or the resultant insurance contract have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.	
To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP or the resultant insurance contract have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	
To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers, or any other organization associated with this RFP, or the resultant insurance contract have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.	

Warranties and Requirements	Agree
The proposed contract shall be provided by one agent; however, insurers may submit proposals through multiple agents and agents may submit proposals through no more than four (4) insurers.	
All commissions, if any, should be provided and shall be included in the rate quoted to the WCPSS. The WCPSS is unaware of any commissions, if any, under the WCPSS's current cafeteria plans.	
The proposed contract shall meet or exceed current benefits provided by WCPSS.	
The person signing the Proposal has the authority to bind the Proposer.	
The Proposer must have a detailed plan to provide continued service and support of the resultant insurance contract in the event the Proposer's company is no longer the servicing carrier for any reason, including going out of business, merging with another company or is otherwise unable to fulfill its obligation under the insurance contract.	
The Proposer will satisfactorily provide all services requested as specified in the RFP, and the completion of those services will be the responsibility of the successful Proposer.	
The Proposer shall always remain responsive & responsible during the insurance contract term.	
The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.	
The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.	
The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP of \$100,000 per occurrence and \$300,000 aggregate where the vehicle(s) is registered but in no case less than those required by the State of North Carolina.	
The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.	
<p>Within five (5) Business Days of execution of a Contract with the WCPSS, the Contractor shall provide WCPSS with current certificates of insurance and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by WCPSS. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:</p> <ul style="list-style-type: none"> <li>a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts and the Federal Employers' Liability Act.</li> <li>b. Commercial General Liability</li> <li>c. Errors and Omissions/Professional Liability</li> <li>d. Automobile and/or Commercial Truck Insurance</li> <li>e. Employee Theft Insurance</li> </ul>	
The WCPSS shall be named as an additional named insured on the policies except for Worker's Compensation Insurance and Professional Liability Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the WCPSS, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the WCPSS receives a notice of non-renewal, the Contractor shall provide the WCPSS with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.	
The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the WCPSS with the same documentation as is required of the Contractor.	

**Name of Proposer:**\_\_\_\_\_

**Name of Insurer:**\_\_\_\_\_

**Name of Agency or any organization that will assist in the placement, service, or any other capacity:**\_\_\_\_\_

**List all Agents that will assist in the placement, service, or any other capacity:**

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

## APPENDIX K

### TECHNICAL/REFERENCE (Questionnaire)

In submitting a Proposal, each Proposer understands, represents, and acknowledges all the conditions of the RFP (if the Proposer cannot so certify to any conditions of the RFP, the Proposer shall submit with its Proposal a written explanation of why it cannot do so).

Responses to the questions below will be scored using a scale grading based on minimum to top responses by an evaluation committee and will provide the basis of each Proposer's initial score.

Scores from the Technical/Reference Proposal (Questionnaire) below and scores from the Premium (cost) Proposals will be used to determine the successful Proposer, therefore responses to questions should be complete.

**Proposers are encouraged to provide simple, easy to understand terms in lieu of industry jargon.**

Answer all questions below. Those questions requiring additional space, information, or attachments, should be included with the question, response, information, and attachments including a reference to the additional information. All differences being proposed that conflict with any requirement provided within the RFP should be outlined in the response.

Technical/Reference Evaluation Areas	Available Points
Warranties (Experience) 1.11.1 ,1.11.2, 1.11.5	8
Insurance Plan Type 3.3	10
Insurance Coverage 3.4	10
Claims-Section 3.8	2
Customer Service 3.9	10
Reporting Requirement 3.11	3
Other Requirements 3.12	7
Enhancements-Section 3.14	2
References-Section 5.3.2.1 & 5.3.2.2	8
<b>Maximum Available Technical/Reference Points</b>	<b>60</b>



Technical/Reference Questionnaire				Possible Points																																																																								
Name of Proposer: _____																																																																												
<b>Warranties (Experience):</b> <ul style="list-style-type: none"> <li>Number of years' experience in writing, underwriting, and cafeteria plans? _____</li> <li>Number of contracts with a minimum of 10,000 benefit eligible employees and 2,000 participants within the current book of business. _____?</li> <li>What is the average number of employees currently participating across all policies in the above noted book of business? _____</li> <li>Number of years' experience in marketing and servicing cafeteria plans? _____</li> </ul>				<b>8</b>																																																																								
<b>Insurance Plans</b> <table border="1"> <thead> <tr> <th>Plan Type</th> <th>Insurer</th> <th># of Participants</th> <th># Eligible</th> </tr> </thead> <tbody> <tr> <td>Medical FSA</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Dependent Care FSA</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Long-term Disability</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Short-term Disability</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Vision Benefit Plan</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Accident Insurance</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Cancer Insurance</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Medical Bridge Indemnity</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Group Critical Care</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Group Term Life</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Group Universal Life</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Term Life</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Whole Life</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>Additional Plans/Type</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td></td> <td></td> </tr> </tbody> </table>				Plan Type	Insurer	# of Participants	# Eligible	Medical FSA	_____			Dependent Care FSA	_____			Long-term Disability	_____			Short-term Disability	_____			Vision Benefit Plan	_____			Accident Insurance	_____			Cancer Insurance	_____			Medical Bridge Indemnity	_____			Group Critical Care	_____			Group Term Life	_____			Group Universal Life	_____			Term Life	_____			Whole Life	_____			Additional Plans/Type	_____			_____	_____			_____	_____			_____	_____			<b>10</b>
Plan Type	Insurer	# of Participants	# Eligible																																																																									
Medical FSA	_____																																																																											
Dependent Care FSA	_____																																																																											
Long-term Disability	_____																																																																											
Short-term Disability	_____																																																																											
Vision Benefit Plan	_____																																																																											
Accident Insurance	_____																																																																											
Cancer Insurance	_____																																																																											
Medical Bridge Indemnity	_____																																																																											
Group Critical Care	_____																																																																											
Group Term Life	_____																																																																											
Group Universal Life	_____																																																																											
Term Life	_____																																																																											
Whole Life	_____																																																																											
Additional Plans/Type	_____																																																																											
_____	_____																																																																											
_____	_____																																																																											
_____	_____																																																																											

Technical/Reference Questionnaire	Possible Points
<b>Name of Proposer:</b> _____	
<b>Benefit Plan Coverage:</b> Attach benefit plans with clearly defined similarities and differences of benefit coverages including employee premiums for each plan type.	<b>10</b>
<b>Claims:</b> Attach detailed explanation of the claims filing process, claims counseling services provided and claims processing guidelines including the review process and monitoring procedures.	<b>2</b>
<b>Customer Service:</b> Attach detailed explanation of the customer service provided to insureds and the customer service satisfaction tools used including complaint resolution.	<b>10</b>
<b>Reporting Requirements:</b> Attach detailed explanation of the ability to process monthly reports including any capability for custom reporting. <ul style="list-style-type: none"> <li>• Monthly invoices that include benefit plan, coverage type, employee ID number, full name, plan year, premium amount due.</li> <li>• Monthly reconciliation report including benefit plan, coverage type, employee ID number, billed premium amount, received premium amount, and discrepancies.</li> <li>• Monthly COBRA eligibility report (in excel format) that includes member name, address, DOB, ID number, beginning and ending coverage dates, type of coverage, premium amount, no social security numbers.</li> </ul>	<b>3</b>
<b>Other Requires:</b> Confirm (yes/no) that the Proposer shall allow current participants to transfer their benefits into the Proposer's new plans. _____ Confirm (yes/no) that the Proposer shall not charge WCPSS for any administrative costs associated with any of the offered benefit plans. _____ Confirm (yes/no) that the Proposer allows portability of the plans to all participants. _____ Confirm (yes/no) that the administration of COBRA for each plan is conducted by the insurer and not a third party. _____ Confirm (yes/no) that the Proposer shall provide a secure online enrollment platform for each benefit plan or agrees to use the Benefitfocus enrollment platform at no cost to WCPSS. _____ Confirm (yes/no) that the Proposer shall make available a secure centralized website with benefit plan details including electronic claim submission and historic participants claims and premium data. _____ Confirm (yes/no) that the Proposer has a presence in North Carolina and experience in the K-12 space with districts with over 10k employees. _____	<b>7</b>
<b>Enhancements:</b> Explain in detail the enhancements offered by your organization, including additional services, comparable services or support services that would better serve the insured and provide broader benefits.	<b>2</b>
<b>References:</b> Provide references on Appendix G included in the RFP.	<b>8</b>
<b>MAXIMUM AVAILABLE TECHNICAL/REFERENCE POINTS</b>	<b>60</b>

**APPENDIX L****EMPLOYEE PREMIUM COST/RATE FORM**

**Attach Appendix L for each Benefit Plan/Cafeteria Plan**  
**Rates below are GUARANTEED for three years of plan implementation**

<b>Name of Benefit Plan/Policy</b>	<b>Employee Cost/Rate</b>
L-Insured Premium Rate (single)	\$
M-Insured Premium Rate (single + one)	\$
N-Insured Premium Rate (family)	\$
O-Other Premium Rate	\$
P-Other Premium Rate	\$
Q-Other Premium Rate	\$
R-Other Premium Rate	\$

**Name of Insurer:** \_\_\_\_\_

**APPENDIX M****GENERAL BUSINESS INFORMATION**

The Proposer, including the insurance agency, insurer, and any other organization associated with this RFP, must indicate the name, address, telephone number, email address, FAX number, and Employer Identification Number (EIN) of the legal entity with which the insurance contract (policy) is to be administered by and written through.

**Name of Proposer:** \_\_\_\_\_

**Name of Agency:** \_\_\_\_\_

Primary Point of Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer Identification No.: \_\_\_\_\_

Agent's Name and License Number: \_\_\_\_\_

**Name of Insurer:** \_\_\_\_\_

Primary Point of Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer Identification No.: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**(any other organization associated with this RFP)**

Primary Point of Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer Identification No.: \_\_\_\_\_

**APPENDIX N****DRUG FREE WORKPLACE CERTIFICATION FORM**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a submittal 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:

- 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, and employee assistance programs, 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 subsection (1).
  - 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 to those who are convicted.
  - 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this respondent complies fully with the above requirements.

I certify that \_\_\_\_\_ has a drug-free workplace program as noted above.  
Corporate Name of Respondent (Typed)

---

Authorized Officer's Signature

Title

Date

## APPENDIX O

### **ELECTRONIC VERIFICATION COMPLIANCE**

#### **E-VERIFY REQUIREMENTS FOR CONTRACTORS**

As a requirement and condition of this Agreement, the Contract must use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security. Further information on E-Verify can be found at the following website: <http://www.uscis.gov/e-verify>

- This requirement shall apply to the Contractor and any and all "subcontractors" that may be hired during the performance of this contract. Subcontractors, if any, shall also be required to sign an Affidavit of Compliance and retain that Affidavit for four (4) years after the end of the contract.
- E-Verify must be used ONLY for newly hired employees during the term of the contract. It is NOT to be used for existing employees.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to this contract.
- Contractor shall retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security.
- Sign and submit to the WCPSS an Affidavit of Compliance with the executed contract.
- The WCPSS reserves the right to audit the Contractor's compliance with these requirements.

#### **AFFIDAVIT OF COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY'S "E-VERIFY" SYSTEM**

As the person duly authorized to enter into such commitment for

\_\_\_\_\_,  
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will (Check one box below)

☐ Be in compliance with all of the requirements of E-Verify for the duration of the contract entered into between the WCPSS and the Company or Organization

OR

☐ Hire no employees for the term of the contract between the WCPSS and the Company or Organization

\_\_\_\_\_  
Authorized Officer's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX P**

**PERFORMANCE GUARANTEES**  
 (completion required upon award)

<b>CATEGORY</b>	<b>DEFINE COMMITMENT</b>	<b>MEASURABLE TIME FRAME</b>	<b>PENALTY</b>
Plan Implementation			
Benefit Availability			
Competitive Rate for Benefits			
Enrollment Assistance			
Enrollment Process			
Marketing Efforts			
Member Satisfaction			
Account Management			
Financial Accuracy			
Reporting Accuracy			
Processing Accuracy			
Claim Turnaround Time			
Call Center – Service Level			
Call Center – Abandonment Rate			
Call Center – Wait Time			



## APPENDIX Q

### CHECKLIST

Proposers Name: \_\_\_\_\_

This checklist is provided to assist the Proposer in preparation of its Proposal. **Because this checklist is just a guideline, the Proposer must read and comply with the RFP in its entirety.**

- \_\_\_\_\_ RFP Execution Page Completed and Signed - Page 2
- \_\_\_\_\_ HUB Identification Document – Appendix E
- \_\_\_\_\_ Vendor Questions – Appendix F (due by November 15, 2022, at 2:00 pm ET)
- \_\_\_\_\_ References – Appendix G
- \_\_\_\_\_ Non-Collusion Statement – Appendix H
- \_\_\_\_\_ Disclosure Information – Appendix I
- \_\_\_\_\_ Mandatory Warranties and Requirements – Appendix J
- \_\_\_\_\_ Technical/Reference Questionnaire – Appendix K
- \_\_\_\_\_ Premium (cost) Rating Form– Three Year – Appendix L
- \_\_\_\_\_ Copies – 3 original and 1 flash drive
- \_\_\_\_\_ General Business Information – Appendix M
- \_\_\_\_\_ Drug Free Workplace – Appendix N
- \_\_\_\_\_ Electronic Verification Compliance – Appendix O
- \_\_\_\_\_ Performance Guarantees – Appendix P
- \_\_\_\_\_ Copy of Proposer’s Benefit Plans