



Request for Statement of Qualifications for  
Employee Benefits Insurance Broker and Consulting Services

I. INTRODUCTION

The Sacramento City Unified School District (SCUSD) is seeking statements of qualifications from qualified firms who can provide employee benefit programs that best meet the needs of employees, retirees, their dependents and SCUSD, and to assist participating their plans effectively.

There are approximately 9,900 benefitted employees and 3,600 retirees (not including their qualified dependents) participating in SCUSD Health Insurance Program. Eligibility for benefits is determined by resolution or labor agreement with the representative employee bargaining units. The bargaining units representing the majority of employee classifications with SCUSD Sacramento Teachers Association (SCTA), Service Employees International Union (SEIU), Teamsters, United Professional Educators (UPE), Classified Supervisors Association (CSA) and an unrepresented group (Confidential, Management and Supervisors).

II. GENERAL INSTRUCTIONS

Insurance brokers licensed in the State of California are invited to submit five (5) hard copies and one (1) electronic proposal copy of the RFQ on a portable thumb drive in write protected PDF format, outlining their qualifications, competence and capability to provide a group health insurance products and related services for SCUSD. Statements of Qualifications are limited to 30 pages, excluding cover and index tabs. The purpose of this process is to choose a Broker of Record to represent the SCUSD in matters concerning medical (including prescription coverage), dental, vision, life and accidental death and dismemberment for a minimum period of twelve (12) months, with an annual renewal clause, subject to the subsequent mutual agreement of SCUSD and the selected consultant at a date mutually agreed on, or after January 1, 2014.

The response shall be made in the format provided and the complete response, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered to 4:30 p.m., Monday, December 16, 2013 to the following address:

Sacramento City Unified School District  
Attn: Contracts Office  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words "RFQ for Employee Benefits Insurance Broker & Consulting Services". It is the firm's sole responsibility to ensure that their response is received prior to the scheduled time for receipt of Statement of Qualification. No corrected or resubmitted Statements will be accepted after the deadline. Responses are not appropriate for submission and will not be accepted or considered.

This Request for Statement of Qualifications does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a response to this Request. SCUSD reserves the right to accept all or part of any responses or to cancel in ~~part~~ <sup>entirety</sup> this Request for Statement of Qualifications. SCUSD further reserves the right to accept the response that it considers to be in its best interest.

All requirements must be addressed in your proposal. ~~Responsive~~ <sup>Non</sup> responsive proposals will ~~be~~ <sup>not</sup> be considered. All responses, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RF

b) All other groups: CalPERS health plan. Generally, the district pays up to the CalPERS Kaiser active retiree rate for active SEIU and Teamster members. PFE, CSA and non-represented members pay full cost of health benefits. Retiree only benefits vary by bargaining unit, age and date of hire. CalPERS benefit information available on the CalPERS website.

- B. Dental Insurance SCUSD provides Delta Dental Insurance through BISC pool. SCTA actives and retirees have an additional plan through Premier Access Dental.
- C. Vision Insurance SCUSD provides self-funded vision through VSP.
- D. Life Insurance SCUSD provides life and accidental death and dismemberment insurance through Health Net.

See Appendix A for a summary of current plans, enrollment, and estimated 2013/14 costs.

#### IV. SCOPE OF SERVICES

SCUSDs seeking to name a Broker of Record for employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. SCUSDs particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that SCUSDs maintain quality programs and contain or reduce costs.

The selected broker will perform a full range of program services related to the acquisition, implementation, maintenance, communication and improvement of SCUSDs employee insurance benefits. The selected broker shall provide services, including, but not limited to, the following:

- A. Analysis and Reporting
  1. Analyze existing coverage and identify or develop savings alternative benefit strategies and plans.
  2. Assist in the development of long range goals and strategies, including projections of potential savings.
  3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
  4. Assist SCUSD in monitoring and analyzing experience trends and providing alerts by changing patterns and appropriate recommendations.
  5. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness. SCUSDs programs.
  6. Provide a cost benefit analysis SCUSD for insourcing /outsourcing COBRA administration.
  7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.

8.

4. Assist SCUSD staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

D. Annual Renewal Process and Evaluation

E. Other Service Requirements

1. Assist in the development and implementation of an employee wellness program to improve employee health and ~~red~~employee and retiree health

F. Contract Type

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed contract

Bidders shall be prepared to accept the terms and conditions of the SCUSD Service Agreement, including insurance and indemnification language (attached). If a bidder desires to take exception to the Agreement, bidders shall provide the following information as a section of the proposal identified as Exceptions to the Agreement:

1. Bidders shall clearly identify each proposed change to the Agreement, including all relevant attachments.
2. Bidders shall furnish the reasons for exception, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by its sole discretion, to be unacceptable and no longer considered for award.

V. PROPOSAL FORMAT AND CONTENT

A. Profile of Firm: This section shall include the name, date established and the address of the office that would be assigned to the SCUSD account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees, number of years in business under the name, including specific experience with school districts. Include the firm's financial stability, city and resources. Identify who is authorized to sign agreements and represent your firm in matters related to this Statement of Qualifications.

B. Qualifications of the Firm: This section shall include a brief description of the firm and any sub-consultant's qualifications and summary of previous experience on similar engagements. Provide a firm and account team list from the past five (5) years, including any K-12 school district client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of



C. Project Staffing: List the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumés. The staff member who will be handling SCUSD's account will be an important factor considered by the Selection Advisory Committee. This section shall discuss how the firm proposes to staff this project. Include the following:

- a. Identify the names and office locations of key personnel who will be assigned to account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas with emphasis on K-12 school district unionized work forces.
- b. List the experience and education requirements standards for Account Manager (5) years of benefit administration and client management experience preferred. Please provide credentials documenting professional experience, employment history and education.
- c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.
- d. Describe the staff retention program to assure continuity of service to SCUSD

D. Services: Describe the following:

- a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any unique brokerage, technical or consulting services the firm will offer SCUSD. Please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.

would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide SCUSD with the best price at the time of negotiations.

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

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

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

F. Legal. Please respond to the following questions:

a) Is there now any pending legal action alleging violation of the law that your firm is involved with? If so, please describe such pending action.

b) Have there been any settlements or judgments involving your firm within the last five (5) years? Please describe each settlement or judgment, including the nature of the action and amount of recovery.

G. Insurance. Firms awarded a contract must provide Certificates of Insurance showing evidence of general and professional liability insurance coverage carried by your firm.

H. References. Please provide references on your last three (3) K

## VI. EVALUATION AND SELECTION

### A. Evaluation Criteria

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

1. Qualification of the Firm: Technical experience in performing work of a close relative; experience working with 12 school districts or other public agencies; experience with creative cost containment methods; experience, reputation and ability to reach a wide array of insurance markets and provide innovative services; record on completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; client references.
2. Staffing and Project Organization: Qualifications of project staff, particularly key personnel, especially the project manager; key personnel level of involvement in performing related work; logic of project organization; evidence of the ability to provide service in a prompt, thorough, innovative and professional manner; and adequacy of commitment.
3. Project Requirements: Demonstrated understanding of the scope of services and potential problem areas; project approach; work plan; and quality assurance program.
4. Cost and Price: Reasonableness of the total price and competitive of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted.

### B. Evaluation/Selection Procedure

A Selection Advisory Committee will evaluate the proposals submitted and establish a list of finalists based on preestablished criteria. The names of the committee members will not be revealed prior to the interviews (if held). The individual or composite rating and evaluation forms will not be revealed.

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

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

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

### C. Award

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

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

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

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





# SERVICES AGREEMENT

**Date:** \*\*\*INSERT DATA HERE\*\*\*

**Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and \*\*\*INSERT DATA HERE\*\*\*, (hereinafter referred to as "Contractor").

## Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

## ARTICLE 1. SERVICES.

\*\*\*INSERT DATA HERE\*\*\*

## ARTICLE 2. TERM.

This Agreement shall commence on \*\*\*INSERT DATA HERE\*\*\*, and continue through \*\*\*INSERT DATA HERE\*\*\*, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

## ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$\*\*\*INSERT DATA HERE\*\*\* per hour or \$\*\*\*INSERT DATA HERE\*\*\* per day of services as may be requested by District, not to exceed a maximum of \*\*\*INSERT DATA HERE\*\*\* hours/days of service. District shall\*\*\*INSERT DATA HERE\*\*\*not pay travel and other expenses. If payable, such expenses shall be limited to the standard allowances authorized by Board policy. Total fee shall not exceed \*\*\*INSERT DATA HERE\*\*\* Dollars (\$\*\*\*INSERT DATA HERE\*\*\*).





## **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar s

cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE 11. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 12. NOTICES.**

to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 16. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 17. RULES AND REGULATIONS.**

ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 18. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**\*\*\*INSERT DATA HERE\*\*\***

By: \_\_\_\_\_  
Ken A. Forrest  
Chief Business Officer

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

