

**REQUEST FOR PROPOSALS**  
**FOR HEALTH INSURANCE CONSULTING SERVICES**

The Board of Education of the Utica City School District, Utica, New York, in accordance with Board of Education Policy No. 4502 will receive Proposals for:

**Health Insurance Consulting Services**  
**RFP # 1**

**The deadline for submitting proposals is 11:00 AM on the 21st day of November 2023.** Proposal forms are available at the Office of the Acting Superintendent, Utica City School District, 929 York Street, Utica, NY 13502 from 9:00 AM until 4:00 PM, Monday through Friday.

For a firm to be considered for engagement, an original plus three (3) copies of their proposal must be submitted to:

**Acting Superintendent**  
**Utica City School District**  
**929 York Street**  
**Utica, NY 13502**

Envelopes containing proposals must be labeled as follows: "HEALTH INSURANCE CONSULTING SERVICES". Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. No proposals will be accepted after the designated time or date indicated in the proposal specifications. Any proposals received after this deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the receipt of a proposal.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District.

Date: October 2, 2023

**1. TENTATIVE RFP TIMELINE:**

RFP Issued:	October 13, 2023
Proposal Due Date:	11:00 AM on November 21, 2023
Proposal Interviews, Review, Evaluation:	November 22, 2023 – November 29, 2023
Board of Education Appointment:	December 19, 2023

Please note that the above listed dates are tentative only. The District reserves the right to revise the timeline as necessary.

**2. PERIOD OF ENGAGEMENT:**

It is anticipated that the initial term of the contract for services will be approved at a December 19, 2023 Board of Education Meeting. The term of the contract will be from December 19, 2023 through June 30, 2025.

The services covered by this contract are subject to appropriation by the District. If there is no appropriation, then the contract will become null and void and of no force and effect. The District will have the right, under the terms of the proposed contract, to cancel the contract on written notice to the Proposer.

**3. POINT OF CONTACT:**

District RFP documents are distributed by the Acting Superintendent, or designee, and the Acting Superintendent shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those perspective proposers who obtain RFP documents from the Acting Superintendent will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email** to [kdavis@uticaschools.org](mailto:kdavis@uticaschools.org). Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to perspective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

**Dr. Kathleen Davis, Acting Superintendent**  
**929 York Street**  
**Utica, NY 13502**  
**Telephone: 315.792.2222**

Email: [kdavis@uticaschools.org](mailto:kdavis@uticaschools.org)

**4. PROPOSAL COSTS:**

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.

**5. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Acting Superintendent at the above address prior to the date and time set for receipt of proposals.

**6. RIGHT TO REJECT PROPOSALS:**

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

**7. CONTRACT AGREEMENT:**

The selected proposer will be required to agree to and sign the Contract annexed hereto as Exhibit "3."

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract signed by the District and the successful Respondent.

The District retains the option of canceling the award if the successful Respondent fails to accept such obligations.

**8. RIGHT TO NEGOTIATE WITH PROPOSERS:**

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the District's best interests.

**9. FORMAT OF PROPOSALS:**

To enable the District to compare the proposals received we ask that your proposal include complete information as listed in the:

- I. Health Insurance Consulting Services Questionnaire (See, RFP Section 14);
- II. Conflict of Interest Affirmation (See, RFP Section 13);
- III. Non-Collusive Bidding Certification (See, Exhibit "1")
- IV. Iran Divestment Act Certification (See, Exhibit "2")

**10. STANDARD CONTRACT CLAUSES:**

The successful Proposer will be required to enter into the Contract annexed hereto as Exhibit "3", which incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

**A. Compliance with Law and Standard Practices:**

The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.

**B. Statutory Compliance:**

The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

**C. Prevailing Wage Law.**

The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.

D. Assignment or Subletting of Contract.

The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District.

E. Indemnification:

The Proposer will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.

F. Contract Modifications:

This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.

All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

G. Severability:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

H. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board or other District officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.



I. Independent Contractors:

The District and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

J. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Oneida County.

K. Compliance with District Regulations:

The Proposer shall cause all persons performing services pursuant to this Agreement to comply with all policies and regulations of the District.

L. Confidential Information:

The Proposer shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of services under this Agreement.

**11. BACKGROUND AND EXPECTED SCOPE OF SERVICES:**

The School District currently employs approximately 2,000 people of which about 75% have health insurance coverage through the School District. In addition, about 85% retirees are enrolled on the School District's retiree medical group coverage. The Successful Proposer will retain overall management of the project including coordinating schedules, planning calls/meetings, materials, and invoicing if necessary.

## Services

### **The successful Proposer will perform the following health insurance consulting services:**

The successful firm shall provide the district with technical support that is impartial and objective in regards to guidance on the district's health insurance plans. The firm will analyze the district's current plan, and make recommendations for efficiencies and changes. It will be an expectation the firm will work collaboratively to educate the district and labor groups on the program plan, trends of the market, and options for the future. The firm will negotiate rates, shop for vendors where necessary to leverage the best costs. The firm will assist with education pertaining to plans and forecast the market in regards to all health plans inclusive of health, dental, vision prescription drug, and worker's compensation. The firm will do a full analysis of our current plan, experience ratings, costs and propose necessary changes to realize savings while continuing to provide quality care to our employees.

### **12. CRITERIA FOR EVALUATING PROPOSALS:**

- Qualifications and experience of the Firm and the Firm's employees.
- Knowledge of health insurance industry as it pertains to public school districts, and other state and federal laws affecting the health insurance options for public school districts.
- Recommendations from other school districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the School District.
- Written proposal with a plan for our district and a clear description of services provided.
- Fees.

The District's Acting Superintendent will receive all proposals. The District will review the proposals and will further evaluate them, using the criteria listed above.

Those firms considered to be most qualified may be invited to the District for an interview at the District's discretion. Any firm(s) selected for an interview should prepare a brief presentation based on the information requested in this RFP.

The District reserves its rights to examine any other criteria and take the same under consideration

and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

The District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District’s needs.

13. **CONFLICTS OF INTEREST:**

Include affirmation that no conflicts of interest exist between the Proposer and the District, the Board of Education or its administration.

14. **HEALTH INSURANCE CONSULTING SERVICES QUESTIONNAIRE:**

Organization Name: \_\_\_\_\_ Date \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

I. Provision of Services.

- 1. Please provide a description of the tools and resources that you would use in the analysis of potential cost savings and prospective carriers/vendors to meet the objectives of this RFP.

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\_\_\_\_\_

\_\_\_\_\_

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- 2. Describe your philosophy and stewardship process when working in an ongoing account management role with a client.

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\_\_\_\_\_



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3. Describe three case studies in which your firm successfully developed a plan for benefit cost containment while maintaining or enhancing the benefits options available to the organization's employees.

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4. Discuss what distinguishes your firm from other consultants.

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5. What are your working hours?

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6. What protections does your organization have in place to protect the confidentiality of the District's records?

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II. Qualifications and Experience.

Please provide the relevant qualifications and experience of your firm and/or individuals employed by your firm?

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III. Compensation.

Please provide a detailed summary of all applicable fees for the Services, including but not limited to: (1) total fee to provide Services; (2) hourly fee for work performed outside the scope of the Services; (3) any other applicable fees (4) other structure options for payment.

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IV. References.

Please provide on a separate sheet a list of other school districts or similar public entities for which you have provided similar services. Included are to be the name of the entity, contact person and telephone number.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

15. **ATTACHMENTS:**

Exhibit "1" – Non-Collusive Bidding Certification

Exhibit "2" – Iran Divestment Act Certification

Exhibit "3" – Proposed Contract

**EXHIBIT "1"**

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this proposal, each applicant and each person signing on behalf of any applicant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or relationship, for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the applicant prior to opening, directly or indirectly, to any other applicant or to any competitor;

No attempt has been made or will be made by the applicant to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME: \_\_\_\_\_  
(Individual or legal name of firm or corporation)

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of representative of firm or corporation)

DATED: \_\_\_\_\_

## EXHIBIT “2”

### IRAN DIVESTMENT ACT CERTIFICATION

#### **Certification of Compliance with the NEW YORK STATE IRAN DIVESTMENT ACT OF 2012**

*(Must be signed and returned with RFP)*

By submitting a bid or proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Utica City School District (the “School District”) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate as to compliance with the New York State Iran Divestment Act of 2012:

NAME (PRINT OR TYPE) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

## EXHIBIT "3"

### PROPOSED CONTRACT

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Agreement") is by and made between \_\_\_\_\_ ("Consultant") with principal offices at \_\_\_\_\_, and the Utica City School District ("District") with principal offices at 929 York Street, Utica, NY 13502.

**WHEREAS**, the District desires to engage Consultant to health insurance consultant services; and

**WHEREAS**, Consultant has agreed to perform such services for the District as an independent contractor; and

**WHEREAS**, it is the intention and purpose of the parties to set forth herein the agreement covering terms and conditions of the engagement to be observed by both parties;

1. **Services.** The Consultant shall provide the services to the District as described in Appendix A attached as part of this Agreement (the "Services").
2. **Term.** This Agreement shall cover the period from the date of the execution of this Agreement through June 30, 2025 (the "Term").
3. **Payment.**
  - A. **Fee for Services.** The District shall pay Consultant a fee of \$\_\_\_\_\_ in consideration for services to be performed by Consultant during the Term, which the School District shall pay in four (4) equal installments as follows:

(1) December 1, 2023 - \$\_\_\_\_\_.

(2) February 1, 2024 - \$\_\_\_\_\_.

(3) April 1, 2024 - \$\_\_\_\_\_.

(4) June 1, 2024 - \$\_\_\_\_\_.

The District shall make all payments upon thirty (30) days receipt of a written invoice from Consultant detailing the services performed to date.

- B. The District shall issue the Consultant a 1099 Federal form for Services as an independent contractor.



4. **Independent Contractor.** Consultant shall perform the duties contemplated by this Agreement as an independent contractor, to whom no benefits shall accrue except for those benefits expressly set forth in this Agreement. The Consultant shall pay all contributions, taxes, and other payments or charges required to be paid by an independent contractor in accordance with the provisions of all New York State unemployment insurance, disability benefits, and withholding tax laws, the Federal Insurance Contributions Act, and Federal Unemployment Tax Act and Federal Internal Revenue Code, and does and will comply with all other local, state, and federal laws, regulations, and requirements applicable to Consultant or the performance of his Services hereunder.
5. **Termination.** Consultant and the District, through the Superintendent of Schools, may immediately terminate this Agreement by the provision of written notice to the other party, and retain the right to do so at their sole and unfettered discretion.
6. **Confidential Information.** All records relating to the services contemplated by this Agreement are and shall remain property of the District. Consultant shall not during or after the term of this Agreement, use or disclose any confidential information to any person, firm, corporation or other entity for any reason or purpose whatsoever.
7. **Compliance.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement.
8. **Quality of Services.** Consultant shall perform its services with care, skill and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, plans, information, specifications, and other items and services furnished under this Agreement. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services.
9. **Insurance Requirements.** Consultant shall, at its own cost and expense, procure and maintain insurance, issued by a company or companies licensed to do business in New York, to cover its work, services, employees, agents, independent contractors and servants under the terms of this Agreement which shall include, but not be limited to:
  - a) Commercial General Liability Insurance in a minimum amount of \$1,000,000.00 combined single limit;
  - b) Errors and Omissions Insurance in a minimum amount of \$2,000,000.00 aggregate;
  - c) Workers' Compensation Insurance;
  - d) Disability Insurance;
  - e) Any and all other insurance required by law.

When Consultant signs and returns this Agreement, Consultant shall provide the District with a policy endorsement showing the above-required insurance. The District shall be named as an additional insured on general liability insurance policies and policy endorsements and the policies and policy endorsements shall provide that the required insurance shall not be cancelled or terminated without thirty (30) days prior written notice to the District.

10. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against:

(a) any and all liability arising out of the Indemnifying party's failure to comply with the terms of this Agreement, and any injury, loss, claims or damages arising from the negligent operations, acts or omissions of the indemnifying party relating to or arising out of such party's performance of its obligations under this Agreement; and

(b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnifying party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

11. **Miscellaneous.**

(a) Consultant shall not make any representations or commitments on behalf of the District.

(b) Consultant represents that it possesses all of the licenses, certifications and permits necessary to perform the Services. Consultant also represents that it is fully qualified by training and experience to perform the Services.

(c) This Agreement shall be binding upon and inure to benefit the executors, administrators, heirs, successors and assigns of the respective parties.

10. **Modification.** This Agreement represents the full agreement between the parties and may not be modified except by written agreement between the parties.

11. **Assignment.** The Consultant shall not assign, transfer or subcontract any of the rights and obligations under this Agreement without prior written consent by the District. Any unauthorized assignment or subcontract shall be null and void.

12. **Governing Law.** This Agreement shall be governed by the Laws of the State of New York, and disputes shall be venued in a court of competent jurisdiction in Oneida County, New York, and the parties hereby consent to personal jurisdiction in any such court. **IN WITNESS WHEREOF**, the parties have signed this Agreement intending to be legally bound.

**Consultant**

**Utica City School District**

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Authorized Representative

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Superintendent of Schools

## APPENDIX A

### SCOPE OF SERVICES

**The successful Proposer will perform the following health insurance consulting services:**

The successful firm shall provide the district with technical support that is impartial and objective in regards to guidance on the district's health insurance plans. The firm will analyze the district's current plan, and make recommendations for efficiencies and changes. It will be an expectation the firm will work collaboratively to educate the district and labor groups on the program plan, trends of the market, and options for the future. The firm will negotiate rates, shop for vendors where necessary to leverage the best costs. The firm will assist with education pertaining to plans and forecast the market in regards to all health plans inclusive of health, dental, vision prescription drug, and worker's compensation. The firm will do a full analysis of our current plan, experience ratings, costs and propose necessary changes to realize savings while continuing to provide quality care to our employees.