

**REQUEST FOR PROPOSAL
BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229**

RFP response should be addressed to:

Blue Valley School District

Attention: Nicole Hogan

Emailed to: Purchasing@bluevalleyk12.org

Date: July 15, 2020

RFP: 21006

For: Insurance Broker Services

RFP # 21006

RFP Opens on:

Date: September 25, 2020

Time: 3:00 p.m.

Location: Administrative Center
15020 Metcalf, Overland Park 66223

**CONDITIONS UNDER WHICH RFP'S ARE REQUESTED ARE INCLUDED. PLEASE
REVIEW THOROUGHLY.**

You are invited to bid prices for the services outlined as Property & Casualty Insurance Broker Services for the Blue Valley Unified School District No. 229, Johnson County, State of Kansas herein referred to as the "District". The Blue Valley School District is soliciting proposals to provide professional Property and Casualty Insurance Broker Services.

Blue Valley School District reserves the right to reject any or all proposals received if such action is considered to be in the best interest of the Blue Valley School District. This request does not obligate Blue Valley School District to pay any cost incurred by vendors related to submission of proposals in response to this RFP.

Unauthorized communication by potential vendors about this RFP to district representatives, other than via the purchasing email address below or via an optional pre-proposal conference, may result in vendor disqualification.

Please note the following Optional Pre-Proposal Conference details:

- **Optional Pre-proposal conference - meeting to be held via Zoom conference call on August 31, 2020 at 3:00 PM Central Time.**

Proposers or potential proposers who obtain this document from the District's web site or in any other way without receiving a formal invitation from this District's Purchasing Department are responsible for notifying purchasing@bluevalleyk12.org in order to receive addenda if any are issued. Proposals received by the District that do not include acknowledgement of addenda may be rejected.

Any questions regarding RFP specifications or procedures should be directed in writing to:

purchasing@bluevalleyk12.org by 12:00 PM (noon) CST on September 7, 2020. Questions received by this date will be sent with answers to all known participants shortly thereafter. Please keep in mind your questions and our responses will be shared with all known participants.

We are including only one copy of the bid. Please return all RFP sheets completed. **Do not include sales tax**

Final results of the RFP will be sent via email once the RFP process has been completed.

THIS RFP IS NOT TRANSFERABLE

BID CONDITIONS

1. Blue Valley USD 229 (“School District”) reserves the right to reject any or all proposals, to accept any item or items in the proposal and to waive any informality in proposal.
2. An alternate request for proposal (“RFPs”), based on group or total awards will be considered.
3. Please submit original signed proposal via email to Purchasing@bluevalleyk12.org. The electronic copy should be produced in PDF and sent to the email listed above.
4. The right is reserved by School District to increase or decrease, by not more than thirty percent (30%) at time of award, the quantity listed for any proposal items.
5. Prices quoted must remain firm for a period of one year from date of RFP opening. Prices quoted are to be free of all federal, state and local taxes, except those taxes from which the School District is not exempt.
6. The supplier represents that the price or prices specified in the proposal do not exceed the supplier’s current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
7. When submitting a substitute product or service as equal, the full name and illustrated description must be given in the proposal response. The School District reserves the right, to decide upon suitability of the product or service for the intended use. Upon request, samples of substitute products or services must be submitted. Substitute items furnished must be manufactured in compliance with all existing legal or governmental directives.
8. Envelopes containing proposals must be sealed and marked on the lower left-hand corner with the company name and address of the supplier, proposal control number, proposal opening date, and proposal opening time. We encourage you to submit your proposal electronically to Purchasing@bluevalleyk12.org in order to avoid mail delays.
9. The date when goods or services are actually received by the School District shall be the effective date of receipt.
10. The supplier shall comply with the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1030) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.
11. The School District is seeking an year contract with the option to renew for four additional one year periods. The contract may be terminated by either party by giving the other party thirty (30) calendar days prior written notice of termination. The contractor will be required to notify the District ninety (90) days in advance of its intent to renew each additional one year period.
12. Please include illustrated descriptions of all items RFP that are deviations from specified items.
13. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
14. Kansas state law prohibits smoking in or on any Blue Valley USD 229 property. Compliance is required.
15. The supplier shall provide the standard patent infringement indemnity clause which shall hold and save the School District and its officers, agents, servants and employees harmless from liability for patent infringement of any patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the School District.
16. Indemnity and Hold Harmless: The supplier agrees to protect, defend, indemnify and hold the School District, its Board members, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, reasonable attorneys’ fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of

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the error, omission or negligent act of the supplier. The supplier further agrees to investigate, handle, respond to, provide a defense for, and defend any such claims, at supplier's sole expense; and agrees to bear all costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

17. Tax Exempt: School District is exempt from state and local sales taxes by virtue of Kansas Statutes Annotated 79-3606.
18. Supplier understands that the School District is subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., as amended (the "Act"), and that any proposals made in response to an RFP may be disclosed as required, in the sole opinion of the School District, by the Act or other applicable law or judicial order. School District assumes no responsibility for such disclosure and will not be held liable for any damage or injury that may result from any disclosure that may occur. By submitting a response to an RFP, Supplier agrees to defend, indemnify, and hold School District harmless from and against any and all claims, demands, costs, and expenses, including reasonable attorneys' fees, arising as a result of School District's disclosure or refusal to disclose response information provided by Supplier.
19. Payment of the supplier's invoice is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.

BLUE VALLEY USD #229 - PAYMENT TERMS:

- Payment can take 30-60 calendar days depending on when goods or services are received, orders are verified, and the date the invoice is received in Accounts Payable.
- Invoices received by Accounts Payable and orders verified by the 15th day of the month will be paid/mailed on or about the 15th day of the following month. Invoices received and orders verified on or after the 16th day of the month will be paid the second month following, on or about the 15th day of the month.
- The School District is not requiring the acceptance of a credit card as its form of payment and will still offer checks. However, would you accept a credit card as the School District's form of payment for your goods and services understanding the requirements below?
Yes _____ / No _____

Note: Acceptance of Credit Card Payment

- *Will not change payment terms or timelines.*
- *Cannot increase the proposed costs as outlined in your Bid or RFP response.*
- *The vendor cannot charge any additional fees for the acceptance of credit card payment.*
- *We will need to work with you to setup the payment details.*

I. INTRODUCTION

Blue Valley Unified School District #229, Johnson County, State of Kansas, hereinafter referred to as the "District", is issuing this request for proposals (RFP) to brokers/agents for property and casualty insurance broker services. Brokers are being solicited for their experience with Kansas Public School Districts, public entities and ties to the marketplace that would be beneficial to the District. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the District is seeking a solution as described in the following information, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee a recommendation of an award of service. Price is an important factor, but not the only factor in determining award. The District reserves the right to select and recommend for award the proposed service that best meets its required needs, quality levels of service and budget constraints.

II. PURPOSE

The successful proposer shall provide a risk financing plan to the District's Risk Manager, competitively market the District's insurance needs with various insurance companies and place appropriate insurance coverage as may be needed. The Broker will service the District's property and casualty lines of insurance coverage to include the following:

- General Liability
- Auto Liability
- Property/Boiler Machinery/Inland Marine
- School Leaders E&O
- Crime
- Law Enforcement Liability
- Excess Workers Compensation
- Cyber Liability

The Broker will be expected to provide the following services:

- A. Advise and assist the District in assembling and accurately reporting underwriting data for renewal and rating purposes.
- B. Market insurance and assist the district in evaluating and selecting coverage alternatives such as deductibles, limits, optional coverage and alternative coverage.
- C. Review coverage documents and invoices to assure that coverage has been correctly issued and billed.
- D. Advise the District on potential gaps or overlaps in coverage.
- E. Assist with safety and loss control activities as requested.
- F. Assist the District with identifying risk exposures and developing appropriate strategies to address those exposures.
- G. Service audits for policies as requested.
- H. TPA capabilities for High Deductible claims

III. DISTRICT OVERVIEW

A. Historical Background

Blue Valley School District is located in Overland Park, Kansas, a thriving suburb of Kansas City. The District was unified in 1965 and encompasses 91 square miles in southeastern Johnson County. Overland Park has been recognized in many national quality-of-life rankings. For example, in 2015 Livability.com ranked Overland Park as No. 17 in the "2015 Top 100 Best Places to Live"; in 2014 mylife.com ranked Overland Park as the No. 1 city to raise children; Overland Park was ranked No. 3 on the "Best Cities for Families" list by Wallethub.com in 2014; and Livability.com ranked Overland Park at No. 3 out of the "Top 10 Best Cities for Kids 2014". Overland Park was ranked #9 in Money magazine's Top 10 "Best Places to Live" in 2012.

The Blue Valley School District currently has approximately 23,000 students located in five high schools (grades 9-12), nine middle schools (grades 6-8), twenty one elementary schools (grades K-5), a Center for Advanced Professional Studies building, Blue Valley Academy, an Early Childhood and Conferencing Center and several administrative buildings. The District also currently has 110 administrators, 1873 certified staff members, and 1453 classified staff members to serve the students and the community.

B. Vision Statement

Together, we will enable each child to become more than he or she ever hoped to be.

C. Mission Statement

The mission of the Blue Valley School District, committed to Reimagining Learning and Changing the World, is to ensure life readiness and personal excellence for all students through a school culture characterized by

- Exemplary educators

- Safe and inclusive environments
- an atmosphere that fosters creativity
- and meaningful education opportunities

to maximize the potential of ALL.

D. Enrollment history

Growth is quite apparent in the physical plant as well as enrollment of the District. The school district has experienced a rapid growth rate in the number of building permits issued over the past few years. This, in turn, has led to a rapid growth rate in terms of the numbers of new residents and school district patrons in Blue Valley.

The enrollment history of the Blue Valley School District serves as a unique exception to the general rule within the greater Kansas City area and the state. The Blue Valley School District is facing rapid enrollment growth and the attendant problems associated with a growing school district. For the 1996-97 school year, the Blue Valley School District accounted for 52 percent of the student enrollment growth in Johnson County; Kansas' fastest growing county.

E. Current Enrollment as of May 22, 2020

K-12: 22,464

Pre-K – 12: 23,079

F. Financial Facts 2019-20 (Estimated)

Total annual premiums:	\$1,000,000
TIV (Total Insurable Value):	\$1,006,070,811
General fund budget (with LOB)	\$173,438,430
Total budget funds:	\$388,600,324

More information is available at www.bluevalleyk12.org

IV. REQUEST FOR PROPOSAL (RFP) TIMELINE

1. RFP Release – August 21, 2020
2. Optional Pre-Proposal Conference via Zoom – August 31, 2020 at 3:00 PM CST
3. Deadline for Submitting Questions – September 7, 2020 at 12:00 PM CST
4. Proposals due – September 25, 2020 at 3:00 PM CST
5. Optional Finalist Interviews – October 28, 2020 OR October 29, 2020, Time TBD
6. Anticipated Award of RFP 21006 – December 14, 2020
7. Anticipated Contract Start Date – January 1, 2021

V. SERVICE AGREEMENT / BROKER EXPECTATIONS

1. The client service agreement is renewable annually. The agreement can be terminated if the District feels the Broker/agent is not servicing the District up to the District's standard. The District's desire is to retain the services of the selected Broker for five consecutive annual agreements. The services will begin on January 1, 2021. The award of contract will not be final until the District and the prospective contractor have fully executed a service agreement.
2. Broker represents that it has or shall secure at their own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with the District. All personnel engaged in the work shall be qualified according to the laws of the United States, the State of Kansas, and the provisions of this contract. Should the District object to an individual employed or engaged by the Broker to perform the services hereunder, Broker agrees to promptly replace that person with an individual approved by the District.
3. Broker shall establish safeguards to prohibit employees from using their positions for the purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Broker shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state and local authority for carrying out this contract. Broker shall notify the District immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective.
5. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the District. All approved subcontracts must conform to applicable requirements set forth in this contract.
6. The parties agree that this Agreement and the relationship it represents requires that exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to financial information, marketing information and other proprietary business information. Neither party shall use, duplicate or divulge to others any confidential information disclosed to that party by the other party in the course of performance of this agreement without first obtaining written permission from that party, to the extent allowed by law.
7. The Broker guarantees that in connection with this proposal the prices and /or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and /or agencies for the purpose of engaging in jointly sponsored proposals.
8. The District is not responsible for any costs associated with the preparation or submittal of this RFP. All proposals submitted become the property of the District. It is understood and agreed that the prospective contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.
9. All questions shall reference RFP #21006 Property & Casualty Insurance Broker Services and be directed to purchasing@bluevalleyk12.org by email. Questions must be submitted by September 7th, 2020 at 12:00 PM (noon) CST. Questions as they are drafted along with the district's response will be distributed to all invited and registered vendors within a week of the deadline.
10. The District reserves the right to reject any and all proposals if the information is incomplete and does not address all the required items. Unsigned and late proposals will not be given consideration.
11. **Respondents are not to approach any insurance companies.** Failure to follow this procedure may result in disqualification from bidding or the dismissal of the proposal.
12. Any corporate relationships or additional sources of income between broker and potential insurer shall be fully divulged in the process in the deviation section.
13. Collusion of brokers is cause for rejection of the brokers thus involved.

VI. PROPOSAL REQUIREMENTS

To be considered, each proposal shall contain the following information.

A. Broker's Capability:

1. Organization: State the full name and address of your organization, include the name, address and telephone number of the person in your organization who has primary responsibility for developing this proposal and to whom technical questions may be addressed.
2. Experience: Proposals shall include a description of the Broker's overall experience in handling similar insurance brokerage services. A list of not fewer than **five different references that are preferably public sector entities** - listing the organization's name, address, telephone number, and contact person shall be included within the proposal.
3. Personnel: Proposals shall identify each member of the Broker's staff who would work on the project, the role they will be performing, and qualifications of personnel in the area of property and casualty insurance. Please include resumes on all persons that would be assigned to this account and include the following work history/experience for each.
 - ~Commercial Underwriting ~Commercial Claims
 - ~Agency account servicing ~Agency Marketing
 - ~Risk Management
4. Markets and Volumes: Describe the available markets and estimated volume of business.
5. Insurance Certificates: Include proof of Commercial Liability insurance and proof of insurance for Errors and Omissions coverage.

B. Approach: Demonstrate ability to respond efficiently to requests for services. Describe availability, processes and provide examples used for other clients.

C. Support Services Available: Describe the support services available by Broker to the District.

D. Sample Contract: Include a draft of a contract agreement for providing the services within this RFP. **In addition, provide the contract draft in Microsoft Word** when emailing proposal to purchasing@bluevalleyk12.org. Be sure to not include any pricing information in the sample contract.

E. Deviations: Identify any deviations to the terms and conditions outlined in this RFP document. **In addition fully divulge any corporate relationships or additional sources of income between broker and potential insurer.** If none, simply state "None" for this section.

F. Contract Price: The proposal shall include a fixed price annual sum for performing the tasks outlined in this RFP. On the price proposal, note the following: if the price is fixed for the five annual terms, the individual price for each annual term or a max annual increase percentage. The fixed price sum quoted herein may be adjusted upward or downward in accordance with the final determination as to the scope of the work to be performed. This determination will be made before the broker contract is awarded. **ALL PRICING INFORMATION SHALL BE PROVIDED IN A SEPARATE DOCUMENT (Via Microsoft Word or PDF format).**

Evaluation of Proposals: An evaluation committee comprised of District employees shall evaluate proposals received.

1. Phase I Evaluation and Shortlisting:

All proposals will be evaluated according to the point schedule listed below. Proposals not short-listed will not be further considered.

Section	Section Title	Total Possible Points
Section VI, A	Broker's Capability	25 Points
Section VI, B	Approach	10 Points
Section VI, C	Support Services	5 Points
Section VI, D	Sample Contract	1 Points
Section VI, E	Deviations	4 Points
Section VI, F	Contract Price (Annual Fee)	30 Points
$\frac{\text{Lowest Proposed Fees}}{\text{Proposer Proposed Fees}} \times \text{Possible Points Available} = \text{Pricing Score (rounded to the nearest hundredth)}$		
Section VI, F	Review of Additional Pricing Information	10 Points
Section IX	Review of Answers to Mandatory Questions	10 Points
Overall Proposal (Quality of content, organized, complete, professional)		5 Points
Total Possible Points Phase I:		100 Points

The District retains the right to end the RFP and base award of the RFP after the Phase I scoring or continuing on to Phase II Optional Finalists Interviews. Vendors are encouraged to put their best proposals forward since award can be made after Phase I and if a Phase II shall occur, only the selected finalists will be invited based on Phase I scoring.

2. Phase II Optional Finalists Interview:

The district retains the right to interview some, all or none of the RFP Finalists identified in the Phase I Scoring. Necessary interviews will be scheduled sometime for October 28, 2020 or October 29, 2020. Companies invited for the interview will be notified by October 16, 2020. Interviews may be conducted in person, via a Teleconference, or virtually via a Zoom conference.

Scores from Phase I will carry over and be combined with the following:

	Total Possible Points
Phase I	100 Points <i>(May be adjusted pending outcome of Interview.)</i>
Clarifications on Provided Proposal	50 Points
Grand Total Possible Points	150 Points

Scoring from Phase I will not be made available until Phase II has been completed or ruled out.

VIII. RFP RESPONSE INSTRUCTIONS

1. Sealed proposal due to the District – The due date for the sealed RFP response is listed on page 1. **All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and date set will not be considered.** The District will not consider or be responsible for errant delivery or late performance by courier service.
2. District requires original signed proposal via email to Purchasing@bluevalleyk12.org. The electronic copy should be produced in PDF and sent to the email listed above.
3. The RFP response may be hand-delivered or must otherwise be received by the District at the address or email provided on page 1, by the submittal deadline. No fax proposals will be accepted.
4. Hand-delivered Responses to the District should be in an envelope clearly marked and addressed. If the RFP is not clearly marked, the Proposer has the risk of the proposal being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying proposals submitted that are not properly marked. (15020 Metcalf, Overland Park, KS 66223). Emailed response is preferred.
5. It is the responsibility of the submitter to insure that the proposal arrives to the District within the deadline. Proposer should allow sufficient time for proper delivery. The District assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the District. Every Proposer is solely responsible for ensuring that its proposal is delivered on time. Proposals will be opened only after the due date and hour.
6. Original RFP responses shall be signed by an official authorized to legally bind the Proposer.
7. **Pricing must be submitted in a separate sealed envelope within the main submission documents and be clearly labeled “Pricing Response, RFP # 21006”. If submitting pricing response via email, please submit in separate PDF document.**
8. Brokers are to reply with information in the following order:

Proposal Format: Proposals shall be submitted by tab number as instructed below. The Proposer agrees and will comply with all provisions and specifications as stated in this RFP unless otherwise stated in the Deviations section of this RFP. Any additional cost or factors to meet a specification or requirement must be noted in the Deviations section. Failure to respond to these requirements may result in the proposal being considered non-responsive.

Tab 1 – Minimum Criteria

- Letter of transmittal indicating the firm’s interest in providing the service and any other information that would assist the District in making their selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- Proposal Form (Signature Page) signed by an authorized Company Officer, plus any signed addendums if applicable. – Section X.

Tab 2 – Required Documents

- Proof of required insurance / insurance certificates

Tab 3 – Answers to Proposal Requirements

- Answers to section VI Proposal Requirements in the order requested.
 - Broker’s Capability
 - Experience

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- Personnel
- Markets and Volumes
- Approach
- Support Services Available

Tab 4 – Answers to Mandatory Questions

- Answers to section IX Mandatory Questions in the order asked. Efforts have been made to provide this section electronically. Please answer each question under the question asked.
- Any additional information that may be helpful in evaluating services offered.

Tab 5 – Sample Contract

- Provide a sample contract in Microsoft Word format.

Tab 6 – Deviations (Section XI.)

- Provide a statement with any deviations or simply state “none”.

Tab 7 – Pricing Response

- Pricing information in a separate sealed envelope or separately emailed to purchasing@bluevalleyk12.org. Email is preferred.

IX. MANDATORY QUESTIONS

Name of Broker/Agency: _____

Address: _____ Telephone: _____

Name of producer/account executive: _____

Name of customer service contact: _____

Office servicing this account: _____ Number of Employees: _____

Date founded/opened: _____

Total Number of Employees: _____

Number of public entity clients: _____ KS Public Entity Clients: _____

Number of Public-School Clients: _____ KS Public School Clients: _____

Firms top five carriers/markets

List all persons assigned to work on this account:

Identify support services available in-house included in fee

Claims _____ Loss Control _____ Actuarial _____ Other: _____

Identify support services available at additional cost

Claims _____ Loss Control _____ Actuarial _____ Other: _____

Complete the following information in regards to each person who would be assigned to work on the District's account.

Name: _____

Number of public entity clients: _____ Number of other clients: _____

Number of Public-School clients _____ Number of KS Public School Clients _____

Length of time with agency: _____ Career years in insurance or risk management _____

Professional/Association designations: _____

IX. MANDATORY QUESTIONS (Continued)

1. Provide a brief history of your firm and its overall capabilities. Elaborate on public entity experience.
2. What is your firm's mission statement?
3. What types of services will your firm provide and why they will be better than other broker's services?
4. What is the most important service your firm will provide to the District?
5. Please describe how claims are handled and your role in assisting the District in keeping the cost of premiums and claims down?
6. Identify three specific instances where your services have shown a benefit to a public client.
7. Will you access your markets direct or via a separate broker or wholesaler?
8. Do members of the team have a working knowledge of the Kansas Tort Claims Act?
9. Is your company a member of any organizations or do you participate in any seminars that directly relate to the educational and/or governmental entity risk?
10. Does your firm prefer commission or fee based compensation?
11. Will you declare any insurance premiums that are not "net" and subtract commissions from the fee?
12. If selected as the exclusive broker, how can you assure the District that you have provided the most comprehensive and competitive product?
13. What "value added" services are offered by your agency? Include applicable fees for said services.
14. Describe the measures your firm takes to stay current in regards to changes in the marketplace, price trends, etc.

X. Signature Page

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if the Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated except as stated as a deviation in Section VI, E.

Company

Authorized Signature

Company's Authorized Person's Name (Print)

Company's Authorized Person's Title

Company Address

Date

Telephone Number

Fax Number

Email Address