

Request for Quotes (RFQ)



Employee Benefits Brokerage & Consulting Services

RFP 002-2026

RFP Released: Wednesday, July 1, 2026

Deadline for Questions*: 5:00 p.m. on Friday, July 10, 2026

Replies Due*: 2:00 p.m. on Wednesday, July 29, 2026

Stephanie Velar
Procurement Officer
Jacksonville University
Purchasing Department
2800 University Blvd N
Jacksonville, FL 32211

*Timeline subject to change. Changes will be communicated through an addendum to this RFP (see Section 1.8)

RFP Timeline

Steps in the RFP process	Date and Time	Location (if applicable)
Release of RFP	July 1, 2026	JU Website https://www.ju.edu/purchasing Euna (OpenBids) https://www.demandstar.com/app/buyers/bids/541028
Written Questions Due	July 10, 2026 at 5:00 pm, Eastern Time (ET)	Submit to: Stephanie Velar, Procurement Officer Subject: RFP 002-2026 Employee Benefits Brokerage and Consulting Services Email: purchasing@ju.edu
Anticipated Posting of Answers to Submitted Questions	July 16, 2026	JU Website https://www.ju.edu/purchasing Euna (OpenBids) https://www.demandstar.com/app/buyers/bids/541028
Sealed Replies Due and Opened	July 29, 2026 at 2:00 pm, ET	Submit to: Jacksonville University Purchasing Department Attn: Stephanie Velar, Procurement Officer RFP 002-2026 Benefits Brokerage and Consulting Services 2800 University Blvd N Jacksonville, FL 32211*
Anticipated Negotiations	August 2026	Jacksonville University Purchasing Department 2800 University Blvd N Jacksonville, FL 32211
Anticipated Date the University will Advertise its Award	Late August 2026 and Early September 2026	JU Website https://www.ju.edu/purchasing

SECTION 1: Key information

1.1. Quick Facts

- a. Jacksonville University (University) is inviting competitive proposals from qualified Proposers to explore the various questions outlined in the RFP and to determine, through the evaluation and negotiation process, the best way to provide benefits (including medical coverage) to the University's eligible employees and their dependents.
- b. This RFP is a multi-step procurement process, including a technical evaluation, a cost evaluation, and a negotiation phase.
- c. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- d. All dates and times reflect Eastern Time (Jacksonville, Florida) unless otherwise indicated.

1.2. Resources

- a. The University currently offers medical plans, dental plans, vision plans, flexible spending accounts, life insurance, and long-term disability insurance for employees and their eligible dependents.
- b. The JU Office of People & Culture also provides further detail on current coverage options, available at <https://www.ju.edu/humanresources/employee-benefits.php>.
- c. Services are currently provided through the University's Employee Benefits Brokerage and Consulting Services contract with Gallagher.
- d. The University is self-insured for health insurance, with third-party administrator (TPA) services provided by Florida Blue.

1.3. How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. The Non-Mandatory (optional) Pre-Proposal Conference is an opportunity for interested companies to ask questions. Oral questions will be entertained at the Non-Mandatory Pre- Proposal Conference as outlined in the Timeline. The University's answers to oral inquiries are non-binding and are not considered the official position of the University unless those questions are subsequently submitted in writing, per this Section.
- c. On or about the date referenced in the Timeline, the University will advertise its answers to written questions on the University's website and Euna OpenBids.
- d. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of University Decision (the 72-hour period excludes Saturdays, Sundays, and University holidays), Proposers to this RFP, or persons acting on their behalf, may not contact any employee or officer of Jacksonville University concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or during the negotiation phase, as directed by the University. Violation of this provision may be grounds for rejecting a Proposal.
- e. Any person requiring special accommodation in responding to this solicitation because of a disability should contact the JU Purchasing Department at (904) 256-7055, at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the JU Purchasing Department using the

Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

The University's Procurement Officer

Name: Stephanie Velar, Procurement Officer

Procurement Services

Jacksonville University

2800 University Blvd N

Jacksonville, FL 32211

Telephone: (904) 256-7246

Email: purchasing@ju.edu

- f. The Proposer shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any University or Gallagher employee related to this RFP (see Section 2.2 of this RFP). Only written communications from the University's Procurement Officer are considered duly authorized expressions on behalf of the University. Additionally, only written communications from a Proposer are recognized as duly authorized expressions on behalf of the Proposer. Any discussion by a Proposer with any employee or representative of the University, involving cost or rate information, outside of the negotiation phase, and occurring before the University advertises its Notice of University Decision, may result in the rejection of that Proposer's Proposal.

1.4. Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Proposers should take the time to read and understand the RFP. In particular, they should:
 - 1. Develop a strong understanding of the University's requirements detailed in [Section 2](#).
 - 2. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the University.
- c. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon, and thoroughly describing their innovative solutions and their ability to meet the expectations of the University.
- d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
- e. Replies that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation. However, in this RFP, the University reserves the right to review innovative solutions and negotiate the best terms and conditions if it determines that doing so is in its best interest.
- f. Proposers must use the Rate Information Sheet, Attachment I, to submit their pricing. Proposers shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.1 of this RFP.
- g. Proposers should thoroughly review their Proposal before submission to ensure its Proposal is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The University is not liable for any costs incurred by a Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.

- i. Proposers are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3.
- j. The University shall reject any and all Replies that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Proposer shall ensure that all data generated, used, or stored by the Proposer under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;
 - 2. The Proposer's Proposal shall demonstrate that it has at least five (5) years within the last 10 years of business/corporate experience in providing benefits brokerage services to commercial or governmental clients of a similar size and scope;
 - 3. The Proposer's Proposal shall demonstrate that it has experience in providing benefits brokerage services to at least three (3) accounts with 1,000 or more employees, preferably higher education;
 - 4. Proposer's Proposal and all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
 - 5. The Proposer shall complete and submit Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
 - 6. The Proposer shall possess and provide a copy of an active, certified Florida Department of Financial Services Insurance Agency license.

1.5. Submitting Your Proposal

- a. Proposals should be submitted electronically to purchasing@ju.edu, and physical proposals shall be submitted using an express delivery service (UPS, FedEx, etc.), not USPS, to the following address, in accordance with the Timeline.
- b. Proposers must mail or otherwise deliver their Replies to the following address:

Jacksonville University Procurement Services
RFP 002-2026 Benefits Brokerage & Consulting Services
Attn: Beverly Reid *obo* Stephanie Velar, Procurement Officer
2800 University Blvd N
Howard Building
Jacksonville, FL 32211
- c. It is the Proposer's responsibility to ensure their Proposal is delivered to the University by the date and time stipulated in the Timeline. Responses received after the time indicated will be considered late and may not be considered. The University's clock will determine the official time Firms' responses are received.
- d. Submit one (1) signed, original Proposal, five (5) hard copies of the Proposal, and one (1) electronic copies of the Proposal in searchable PDF format on an electronic storage device (CD, DVD, or flash drive, not password protected). The original physical Proposal will take precedence in the event of a discrepancy between the original and any physical or electronic copy.
- e. The signed original Proposal shall be clearly marked as "Original," and the physical copies shall be numbered one (1) through five (5).
- f. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.
- g. All documentation produced as part of this Proposal shall become the exclusive property of the University and may not be returned to or removed by the Proposer or its agents. The University shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any

Proposal. The award or rejection of a Proposal shall not affect this right.

1.6. Proposal Opening

- a. Replies are due and will be opened at the time, date, and location specified in the Timeline.
- b. University staff are not responsible for the inadvertent opening of a Proposal that is improperly sealed or addressed, or those not correctly identified with the RFP number.

1.7. Disposition of Replies

- a. The University reserves the right to withdraw this RFP at any time and, by doing so, assumes no liability to any Proposer.
- b. The University reserves the right to reject any Replies received in response to this RFP.
- c. The University reserves the right to waive Minor Irregularities when doing so would be in the best interest of the University. At its exclusive option, the University may correct Minor Irregularities but is under no obligation to do so.

1.8. Changes to the RFP

The University will post all addenda and materials relative to this procurement on the University's Purchasing website and Euna Open Bids. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Proposers are responsible for ensuring that all addenda have been read and, as applicable, incorporated into their Proposal.

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SECTION 2: Scope of Work

2.1. Background

Jacksonville University, founded in 1934, is a private, secular university that prepares each of its more than 4,000 students for lifelong success in learning, achieving, and serving. Its 240-acre main campus is located on the St Johns River in Jacksonville, Florida. Led by President Tim Cost, the University is committed to strengthening and broadening its mission, purpose, and outreach.

The University has approximately 558 benefit eligible faculty and staff members. There are currently 471 active employees enrolled in one of the University’s health coverage plans.

Member Type	Active Members	Active Dependents
Employees	471	405

2.2. Procurement Overview

Through this solicitation, the University seeks competitive, innovative solutions from experienced benefits brokerage firms. The minimum requirements outlined in this RFP are based on the current program, but the University is inviting creative solutions from interested vendors. The Successful Proposer’s solution shall include all supportive services required to smoothly and successfully operate the program.

2.3. Transition and Service Implementation

The University will work with the Awarded Proposer(s) to execute one (1) or more contracts for services soon after the award of this RFP. Proposers must be able to begin implementing services upon award. The Awarded Proposer will serve as the University’s Agent of Record for Open Enrollment 2026, which will take place in October with coverage beginning January 1, 2027.

2.4. Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	6 years

2.5. Goals and Objectives of the RFP

The University has specific goals relating to what it hopes to accomplish through this RFP and the new Contract(s). These include, but are not limited to, the following:

- Provide the highest quality, comprehensive benefits to the University’s employees, while maintaining affordability and cost efficiencies;
- Provider the highest quality, comprehensive, and cost-effective coverage for the University’s student population;
- Ensure culture and collaboration remain of the upmost importance;
- Ensure a smooth transition/continuation of services from the current Contractor to any new Contractor; minimizing disruption in the services provided;

- Determine what types of plans and voluntary benefits are in the best interest of the University and its employees;
- Ensure competitive pricing throughout the term of the Contract, including guarding against unexpectedly high renewal rate increases;
- Establish innovative and effective claims cost containment strategies throughout the term of the Contract(s);
- Provide innovative and flexible solutions that will meet current and future needs of the University and its employees;
- Provide transparency throughout the provider selection process with active engagement with the University.
- Provide robust and detailed reporting to the University to support management oversight; and
- Expand the use of modern technology to enhance coverage and services and improve the employees' experience.

2.6. Compensation

The University is seeking a solution that will provide the best value to the University. As part of the best value determination, interested Vendors must submit a Cost Proposal, utilizing Attachment I, Rate Information Sheet, along with their Proposal. While we understand that they may be educated estimate, Vendors are encouraged to submit a Cost Proposal that offers the most competitive and innovative solution for services and resources, as this will be a consideration in determining best value.

We expect the Successful Vendor will be compensated through commissions paid by the contracted carriers. Full disclosure of all Compensation earned, either directly or indirectly, is required. The use of intermediaries, wholesalers, subsidiary companies, etc., is encouraged if it is advantageous to the University. **However, all Compensation earned as a result must be disclosed.** The University reserves the right to seek additional records to enforce this provision. Non-disclosure of Compensation shall be grounds for immediate termination of the Contract. The Successful Vendor shall provide an annual statement from each carrier detailing all Compensation they provided the Vendor related to the University.

To ensure the University obtains services at the best value, the University reserves the right, during the negotiation phase of the RFP process, to consider alternate pricing models or service offerings. A Vendor may propose such innovative solutions or alternate pricing models in TAB F of their Proposal.

2.7. Current Services

The University currently makes a variety of benefits available to eligible employees following the collective bargaining agreements between the University and the employees' union. Coverage is also available to eligible dependents, including spouses and eligible children. Eligible employees and their dependents may continue their benefits while on approved leave of absence by paying the full amount of the premiums.

Multiple Health coverage plans are currently available to employees: HMO, High Deductible, and PPO plans are offered by Florida Blue. The University would like to continue to offer multiple plan options, but it is willing to consider alternative plan structures.

Additionally, the Successful Vendor will source and administer our student health insurance plan(s).

2.8. Scope of Work

The University is seeking an experienced benefits brokerage partner that can provide and source professional, highly qualified benefits guidance and services. Replies should specifically address the following service areas:

- a. **Benefits Management and Compliance:** The Contractor(s) shall develop short- and long-range employee benefit goals and strategies. This includes:
- Apprising the University of local and national benefit trends and develop, conduct, and summarize benefit surveys of public and private employers, especially, colleges and universities, focusing on benefits, contribution practices, funding, premium structures, student health coverage options, etc., and comparisons to the University's package to help calibrate program offerings with employee and employer costs compared to similar organizations.
 - Develop, conduct, and summarize surveys for other purposes, such as disruption reports, as well as market analysis and industry trend reports.
 - Research and report on any new developments in the employee benefits arena on an ongoing basis.
 - Meet with and provide reports and presentations to various University representatives as requested.
 - Partner with the University to effectively manage the vendors that provide insurance and related services to the University.
 - Guide legislative compliance and act as an advisor on issues such as discrimination testing, 5500 filings, Section 125, COBRA, HIPAA, Medicare, FMLA, ACA, and other federal compliance requirements and state-mandated benefits.
 - Prepare and distribute annual, legally required notices, as requested.
 - Provide overall guidance to the University on health and welfare regulatory compliance.
 - Recommend programs and ideas to enhance the University's culture and improve employee productivity and morale.
 - Educate and advise the University on healthcare reform, specifically PPACA, and the key strategic decisions that the University should consider.
 - Recommend innovative ideas and new products, programs, and services to ensure a competitive and valued benefits program for employees and students.
 - Provide benefits-related advisory services throughout the plan year.
- b. **Plan Sourcing and Selection:** The Contractor(s) shall solicit proposals and establish contracts with providers, including:
- Carry out all procurements in accordance with the University's policy and procedures, including compliance with applicable laws and rules.
 - The University will only accept carriers having an AM Best Rating of A-VII or better.
 - Prepare bid specifications and solicit proposals, as needed from insurance markets that specialize in group insurance plans.
 - The Contractor shall submit documentation summarizing the procurement activities before executing a contract. The documentation will be reviewed and approved by the University's VP of Budget and Procurement Services before the contract is executed.
 - Evaluate proposals, considering administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, and financial solvency.
 - Provide the University with in-depth analysis of proposed alternatives and assist with the

process of selecting the most favorable annual renewal options.

- Serve as an intermediary between the vendor(s) and the University during the implementation of new programs.
- Participate in negotiations with vendors on proposed rate or benefits changes to existing contracts.
- Based on negotiations, the Contractor shall submit the proposal(s) in the best interest of the University to the University for review and approval. The University shall have the final approval over the selected plan(s).

c. **Enrollment and Member Services**: The Contractor shall assist the University with the implementation of new plans and continued communication with employees (does not apply to student health offering), including:

- Partner with the OPC team in the administration of all group insurance plans, including responding to questions from employees/dependents and proactively communicating information.
- Assist the University with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings, as requested.
- Assist new University employees with enrolling in their benefits and answering any questions.
- Provide support to employees during the annual Open Enrollment, including answering questions and assisting in making plan changes. Provide OE Guidelines, virtual support availability, benefit comparison tools, and create and update Benefit handbook.
- Work closely with the OPC team to develop and execute the Benefits Communication Strategy.
- Work with the University to align benefit services within the HR Management System, currently ADP.

d. **Cost Containment**: The Contractor shall take steps to ensure costs are kept as low as possible, while continuing to offer high-quality services and coverage, including:

- Obtaining, reviewing, and analyzing claims and financial data from each of the carriers at least quarterly, or upon request from the University.
- Use the actual data reviewed to provide a summary of the data, emphasizing important trends and emerging problems, with recommendations on the most cost-effective funding methods for the benefits programs.
- Introduce proven programs and ideas to manage costs.
- Recommend innovative ideas and products, programs, and services to ensure a cost-effective benefits program.

e. **Reporting**: The Contractor(s) shall provide the following reports, either directly or by working with contracted carriers, by the date listed below. ad-hoc report requests shall be fulfilled within three (3) business days of the request. The Contract Manager will work with the Contractor to finalize the format of the requested data within 30 days of Contract execution; however, Proposers are expected to provide most, if not all, of the information listed below.

Report #	Report Name	Due Date	Description
DEL-001	Quarterly Preventative Health Utilization	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each quarter, by Member ID, including gender, whether Member or Dependent, and any other relevant information.
DEL-002	Quarterly High- Cost Claims	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the top 10% of claims, by Member ID, for the quarter. Claim costs should reflect actual costs after network discounts.
DEL-003	Quarterly Claims History	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all claims for the quarter, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-004	Quarterly Pharmacy Utilization	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all pharmacy utilization for the quarter, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-005	Quarterly Wellness Program Utilization	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the quarterly utilization of the wellness program benefits.
DEL-006	Quarterly Denied Coverage	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior quarter. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed the request, the reason for

Report #	Report Name	Due Date	Description
			the denial, if it was appealed, and if an alternative treatment plan was issued.
DEL-007	Annual Preventative Health Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each year, by Member ID, including gender, whether Member or Dependent, and any other relevant information.
DEL-008	Annual High-Cost Claims	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on the top 10% of claims, by Member ID, for the year. Claim costs should reflect actual costs after network discounts.
DEL-009	Annual Claims History	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all claims for the year, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-010	Annual Medical Loss Ratios	By the 10th business day of July, for the period of July 1st - June 30th	This report shall show the annual proportion of premium revenues spent on clinical services and quality improvement for Members.
DEL-011	Annual Pharmacy Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all pharmacy utilization for the year, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, formulary vs. specialty, etc.
DEL-012	Annual Wellness Program Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on the yearly utilization of the wellness program benefits.

Report #	Report Name	Due Date	Description
DEL-013	Annual Denied Coverage	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior year. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed it, the reason for the denial, whether it was appealed, and whether an alternative treatment plan was issued.
DEL-014	Monthly Financial Monitoring Report	By the 5th business day of each month for the prior month	This report shall provide a monthly and year-to-date analysis of the health insurance expenses per employee, expenses vs. the anticipated budget, trends, large claims, expenses in relation to the stop loss contract, rebates, historical claim summary, enrollment metrics, claim payments broken out by category, and an executive summary of important findings from the Contractor's review of the data.
DEL-015	Annual Estimate of Medical and Prescription Drug Reserve IBNR Report	June 1 st of each year	This report is an estimate of the Medical and Prescription Drug reserve for incurred but not reported claims for the University's self-funded employee health plan. This report should include the reserve estimate with and without the IBNR margin, methodology and assumptions, explanation of data sources, claims by month for the prior two (2) calendar years with paid and incurred claims, with rolling 3-, 6-, and 12-month incurred claims.

2.9. Performance Monitoring

The University may utilize any or all of the following methodologies in monitoring the Proposer's performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk reviews of records related to solicitation and selection of benefit partners, insurance benefits, coverage, and claims (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same, whether

- random or statistical);
- On-site reviews of Contract records maintained at the Contractor's business location;
- Interviews with the Contractor or University staff;
- Site Visits; and
- Bi-annual and annual audits.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Proposer with the opportunity to correct them, where feasible.

Within 10 calendar days of receipt of the University's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies, to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date the Contractor receives the monitoring report. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from receipt of such written rejection to submit a revised CAP; this will not increase the required time to achieve compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the University. If deficiencies are not corrected within the approved timeframe, the University will impose a financial consequence of \$2,000 per day until they are corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

SECTION 3: Procurement Rules and Information

3.1. Contents and Format of Technical Proposal Submittals

Replies are to be organized in TABs as directed below. Proposers shall include all the requested information in each TAB, or their Proposal may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the University's evaluation team.

a. **TAB A Overview** (limit 15 pages)

1) **Cover Letter**

A cover letter on the Proposer's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Proposer to provide the services requested. If the Proposer is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Proposer agrees to provide the services as described in their Proposal and the RFP.

2) **Executive Summary**

An executive summary of the Proposer's Proposal. The executive summary will describe the overall solution, the cost methodology, the assumptions, and the innovative ideas in a concise and meaningful manner.

3) Financial Interest

Please include a list of any University/University employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name and title/position.

4) Required Forms

Proposers shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
- Documentation from the Florida Department of Financial Services supporting active licensure as an Insurance Agency;
- Attachment III, Completed Application for Vendor Status*, and associated forms
- Attachment IV, Notice of Conflict of Interest; and
- Attachment V, Vendor Contact Information.

*Please note, if the Vendor is already registered with the University, it does not need to submit another application.

b. **TAB B Experience and Organization** (limit 50 pages)

1) References

Using Attachment V, Proposer's Reference Form, Proposers shall provide at least three (3), but not more than five (5), references from businesses, universities, non-profit organizations, or governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Proposer's Reference Form for References. References(s) shall identify the type of services provided by the Proposer, dates of service provision, the firm/company name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the RFP. Current or former employees of the University or current or former members of the University's Board of Trustees may not be used and will not be accepted as references if speaking to the services rendered to the University. The University reserves the right to contact reference sources listed or not listed in the Proposer's Proposal and to consider references when determining best value.

2) Prior Work Experience

i. Narrative/Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has at least five (5) years of experience within the last 10 years in providing benefits brokerage services to commercial or governmental clients, preferably in higher education. Details of the Proposer's experience that meets this requirement shall be provided in narrative form and with enough detail for the

University to determine its complexity and relevance. Specifically, a Proposer shall include:

- A description of experience providing services similar in nature to the services sought in this RFP;
- The specific length of time the Proposer has provided similar services, and where services were provided;
- All current or prior (active within the last three (3) years) contracts for the provision of related services, including a description of the specific services provided and the census of those covered (broken out into members and dependents, active and retired, as applicable);
- A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

ii. Stability

Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.

iii. Disputes

Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.

iv. Subcontractor Information

If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans to contract. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective

contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

v. **Staffing Plan**

The Proposer shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this RFP. The Proposer shall provide job descriptions for all positions assigned to the Contract. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Staffing Plan.

c. **TAB C Description of Solution** (limit 25 pages)

The Proposer shall describe the following:

- Its understanding of the University's current coverage benefits;
- Its understanding of the University's goals and objectives of this RFP;
- Its proposed program design, including the major lines of coverage;
- How the recommended approach will meet the RFP's goals and objectives;
- Any risks or challenges it recognizes related to the University's goals, requirements, or current operations;
- How it will ensure quality services are provided while ensuring costs are managed appropriately;
- How it will focus on member engagement and customer service;
- Its approach differentiators;
- Its approach to account and client management;
- Its approach to transition/service implementation; and
- Why its solution represents the best value for the University.

d. **TAB D Service Area Detail** (limit 150 pages)

Proposers shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operational processes. This section should include value-added services or deliverables it will provide the University or its employees at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this RFP.

Proposers shall also provide the following information or answer the following questions, or if the Proposer is unable to provide or if the requested information is not applicable, include a brief explanation of why.

1) Benefits Management and Compliance

- i. A summary of the proposed potential program design for all major lines of coverage, including the rationale and the key strategies in evaluating and determining the optimum offerings for the University.
- ii. How often do the Proposer's key staff typically meet with clients and for what purposes? Describe the client interaction proposed under this Contract.

- iii. How does the Proposer manage vendor (partner) relationships?
- iv. Describe the underwriting and actuarial resources and expertise.
- v. Describe any special analysis that would help the Proposer manage the University's programs.
- vi. Describe the Proposer's experience assisting clients with complicated administrative issues and fostering positive resolution.
- vii. In the Proposer's opinion, what are the two major challenges companies our size face, and how it will help the University meet these challenges?
- viii. Describe the approach to ensuring the University's employee benefits programs remain compliant with all federal and state laws?
- ix. Describe the Proposer's HIPAA compliance guidance and how client records are maintained in compliance with HIPAA security requirements.
- x. Describe how legal guidance is provided, does the Proposer employ in-house legal advisors or outside counsel?
- xi. Describe the Proposer's experience assisting clients with ACA and COBRA compliance.
- xii. Describe the Proposer's experience assisting clients with Form 5500 and Summary Annual Report preparation.
- xiii. Describe the Proposer's experience in benefits benchmarking, types of recommendations made, and how recommendations are communicated to clients.
- xiv. Describe the Proposer's approach to claims forecasting and renewal/plan selection scenarios.

2) Plan Sourcing and Selection

- i. Describe the process for soliciting, evaluating, and selecting vendor partners.
- ii. Describe the process for negotiating renewals at least 150 days prior to expiration, including examples of success in negotiating renewals while minimizing costs.
- iii. Describe how the Proposer plans to involve the University in the process and maintain transparency.
- iv. Provide a proposed timeline to ensure plans are sourced and secured for Open Enrollment 2026.
- v. Provide recommendations for cost-saving opportunities
- vi. Provide guidance and recommendations on emerging market trends
- vii. Provide any recommendations and innovative ideas specifically related to the sourcing and selection of student health insurance providers

3) Enrollment and Member Services

The Proposer shall describe its approach to communication and engagement, including:

- Soliciting employee feedback (using surveys or other means);

- How programs are communicated and promoted to employees;
- Sample communication and promotional materials
- Benefits of the programs to employees;
- Programs that foster employee wellness, including any proposed programs or tools;
- Client support for Open Enrollment and throughout the year;
- Approach to Benefit Fairs; and
- Enrollment support for new University employees.
- Sample communication calendar
- Available tools for employees such as benefit comparison tools

4) Cost Containment

- The Proposer shall describe their approach to providing cost-effective offerings, including a detailed description of how costs are contained at the time of enrollment and with the annual renewals.
- The Proposer shall describe and disclose how they maintain independence from outside influence and act in their client's best interests, avoiding any conflict of interest (or perceived conflict of interest) with steering clients toward higher-commissioned carriers/products.

e. TAB E Implementation and Transition Plan (limit 25 pages)

To ensure complete and successful implementation of services and a smooth transition to the Contract(s), the Successful Proposer shall provide a preliminary Implementation and Transition Plan (Plan). This Plan shall outline key activities that must be completed while working with the University and the current contractor during a transition period. Each Proposer shall describe in detail their Plan for:

- Onboarding of resources;
- Implementing new services, by service area;
- Introduction to University stakeholders;
- Member communication and onboarding focused on minimizing the disruption of a transition to employees and their dependents; and
- Other required service operation transition services.

f. TAB F Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials (limit 35 pages)

In TAB F of its Proposal, each Proposer is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in TABs B – E but may be made available via the Proposer's offering and the potential benefits to the University that each would bring. The University is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Each Proposer must describe, in detail, all additional features, capabilities, or services that it will provide in the additional features section. **Actual proposed pricing shall only be provided using Attachment I, Rate Information Sheet.**

g. TAB G Cost Proposal

Each Proposer shall complete and submit Attachment I, Rate Information Sheet, indicating pricing for the Contract's initial and renewal terms. Cost points will be awarded based on Attachment I, as described in Section 3.2 of this RFP. The University may request that Proposers submit alternate pricing models during the Negotiation Phase of the RFP process.

Each Cost Proposal shall include:

- Attachment I, Rate Information Sheet;
- Identify any preferences on alternative methods of compensation;
- Provide a detailed analysis of the fee build-up, including allocated time and rates for service providers;
- Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, as applicable;
- Disclose any carrier incentives, both monetary and other items of value, related to selection or retention, of the company as a whole or for individual employees of the Proposer;
- Details regarding any proposed incentive plans; and
- The renewal rating process and methodology proposed, including the timeline of renewal calculations and offer.

3.2. Proposal Evaluation and Negotiation Process

The RFP process is used to determine the best method for achieving a specific goal or solving a particular problem and to identify one or more responsive Proposers with whom the University may negotiate to obtain the best value.

This process involves two (2) phases: the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed by an Evaluation Team designated by the University using the Evaluation Criteria specified in Attachment IX establishing the Proposer's overall score (including the Technical and Cost Scores). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible to an award. The University, at its sole discretion, will determine which of those Proposers, if any, with which to proceed to the Negotiation Phase. After negotiations, the University will award the contract to the Responsible Proposer it determines will provide the best value to the University, based on the Selection Criteria in this RFP.

a. Evaluation Phase Methodology

The designated Evaluation Team members will review each Proposal and evaluate it against the following Technical Evaluation sections, per the criteria in Attachment IX.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
References and Prior Work Experience	1-5	10%	100
Description of Solution and Innovation	1-5	10%	100
Benefits Management and Compliance Service Area Detail	1-5	20%	200
Plan Sourcing and Selection Service Area Detail	1-5	20%	200
Enrollment and Member Services Service Area Detail	1-5	20%	200

Cost Containment Service Area Detail	1-5	20%	200
	TOTAL	100%	1,000

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Proposer's Proposal, their Technical Proposal scores from all Evaluation Team members will be averaged to obtain the Proposer's weighted Final Technical Evaluation Score. The University will combine the Proposer's Final Technical Proposal Score and the averaged Proposer's Final Cost Proposal Score to determine the Proposer's Final Evaluation Score.

The Final Evaluation Scores for all Proposers will be used to rank the Replies (Proposal with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Proposers may be invited to participate in the Negotiation Phase. At the University's determination, Responsive Proposer(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Proposers are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Proposer not being selected to proceed to the Negotiation Phase.

b. Negotiation Phase Methodology

The University reserves the right to negotiate with any or all responsive and responsible Proposers, consecutively or concurrently, to determine the best value for award. During the Negotiation Phase, the University reserves the right to exercise the following rights. This list is not exhaustive.

- 1) Schedule additional negotiation sessions with any or all Responsive Proposers.
- 2) Require any or all Responsive Proposers to provide additional revised or final written Replies addressing specified topics.
- 3) Require any or all Responsive Proposers to provide a written Best and Final Offer (BAFO).
- 4) Require any or all Responsive Proposers to address services, prices, or conditions offered by any other vendor.
- 5) Pursue a Contract with one or more Responsive Proposers for the services sought in this RFP and any addenda thereto, and request additional, revised, or final BAFOs.
- 6) Pursue the division of Contracts between Responsive Proposers by plan type, geographic area, or both.
- 7) Arrive at an agreement with any Responsive Proposer, finalize principal Contract terms with such Proposer, and terminate negotiations with any or all other Proposers.
- 8) Decline to conduct further negotiations with any Proposer.
- 9) Re-open negotiations with any Proposer.
- 10) Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
- 11) Review and rely on relevant information contained in the Replies received from any Proposer.
- 12) Review and rely on relevant portions of the evaluations conducted.
- 13) Reject any and all Replies if the University determines such action is in the best interest of the University.
- 14) Negotiate simultaneously or separately with competing Proposers.
- 15) Accept portions of a competing Proposer's Proposal and merge such portions into one

project, including contracting with the interested entities offering such portions.

- 16) Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
- 17) Visit a site where the Proposer is currently providing goods or services, with or without inviting the Proposer to participate.

The University has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Responsive Proposer(s) affected, and whether to provide concurrent public notice of such decision(s).

Before the award, the University reserves the right to seek clarifications, request Proposal revisions, and request any information deemed necessary for the proper evaluation of Replies. Proposers that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The University reserves the right to require attendance by particular representatives of the Proposer. Any written summary of presentations or demonstrations provided by the Proposer shall include a list of people attending on behalf of the Proposer, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Proposer's Proposal. Failure to provide the requested information may result in rejection of the Proposal.

As part of the negotiation process, the University will review references as described in Section 3.1, a., and assess the extent of success of the projects associated with those references. The University also reserves the right to contact references provided or not provided by the Proposer. Proposers may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Proposer.

The focus of the negotiations will be on achieving a solution that provides the best value to the University, based on the selection criteria listed below, and that satisfies the University's primary goals as identified in Section 2.5 of this RFP.

Selection Criteria:

- 1) The Proposer's articulation of its overall approach to providing the requested services;
- 2) The innovation of the Proposer's approach to providing the services;
- 3) The Proposer's articulation of its solution and its ability to implement and execute the solution to meet the goals and objectives of this RFP;
- 4) The Proposer's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
- 5) The strength of the Proposer's network and the ability to provide benefit services with minimal disruption;
- 6) The Proposer's experience in providing the services being procured and the maturity of its solution and offering;
- 7) How the Proposer's approach satisfies the goals identified herein;
- 8) The Proposer's approach to minimizing the risk to the University of future rate/price changes and the predictability of the renewal process; and
- 9) The value of the Proposer's compensation and any offered Value-Added Services.

In the Negotiation Phase, the Proposer's negotiators will meet with the University's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and

conditions, as applicable to the services being procured through this RFP. By submitting a Proposal, a Proposer agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Proposers should assume these terms will apply during the Contract term, but the University reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the University determines that it provides the best value to the University or its employees.

c. Final Selection and Notice of Intent to Award

After the Negotiation Phase, the University will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Proposers with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

- 1) A revised Description of Solution;
- 2) All negotiated terms and conditions; and
- 3) A final Cost Proposal.

Each BAFO will be submitted to the University for the Negotiation Team's review and will determine which Offer constitutes the best value to the University, based upon the Selection Criteria. The University does not anticipate reopening negotiations after receiving BAFOs but reserves the right to do so if it is in the University's best interest.

The Notice of Award shall be publicly posted. The University will make the final award decision whether to reject all replies or award the RFP to the Proposer(s) who provide the best value.

3.3. No Prior Involvement and Conflicts of Interest

Any Proposer who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation. This does not apply to incumbent vendors who have not participated in developing this solicitation in any way.

Additionally, no Proposer shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the University for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Proposer. No officer, agent, or employee of the University or University shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the University, unless properly disclosed. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

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SECTION 4: Contract Terms and Conditions

4.1. Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

4.2. Travel Expenses

The University shall not be responsible for the payment of any travel expenses incurred by Proposers due to this RFP or Contract.

4.3. Subcontracts

The Contractor may, only with the prior written consent of the University, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the University. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on University property, shall comply with the University's security requirements, as defined by the University. All payments to subcontractors shall be made by the Contractor.

4.4. Background Screening Requirements

All Contractor staff who will be entering University property while students are present are required to obtain a Level I background screening, The Contractor shall follow the JU Office of People and Culture (OPC) procedures for obtaining employee background screenings. The Contractor shall bear all costs associated with background screening.

4.5. Insurance

The Proposer shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Proposer and the University under any Contract resulting from this RFP. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The University must be an additional named insured on the Proposer's insurance related to the Contract. Upon the execution of the Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The University reserves the right to require additional insurance where appropriate.

4.6. Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the University has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the University to do so.

The University shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the

Proposer. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the University and may not be copied or removed by any employee of the Contractor without the express written permission of the University.

The Contractor, without exception, shall indemnify, and save harmless the University and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the University's alteration of the article. The University will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the University the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the University agrees to return the article to the Contractor upon the Contractor's request and to reimburse the Contractor for any fees and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.7. Independent Contractor Status

The Successful Proposer shall be considered an independent contractor in the performance of its duties and responsibilities. The University shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute a partnership or a joint venture with the Contractor(s).

4.8. Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the University. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.9. Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the University. The University shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another entity upon giving written notice to the Contractor.

4.10. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.11. Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision were omitted, so long as the material purposes can still be determined and effectuated.

4.12. Reservation of Rights

The University reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the University setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The University reserves the right to exclusively make any and all determinations which it deems are necessary to protect the best interests of the University and the health, safety, and welfare of the University's employees, and of the general public that is served by the University, either directly or indirectly, through these services.

4.13. Americans with Disabilities Act

The Proposer shall comply with the Americans with Disabilities Act (ADA). In the event of the Proposer's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Proposer may be declared ineligible for further contracts.

4.14. Employment of University Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the University within two (2) years of their separation date from the University.

4.15. Legal Requirements

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Replies received in response to this RFP and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.16. Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Duval County, Florida

4.17. Default

If the awarded Proposer should breach the Contract(s) awarded, the University reserves the right to seek all remedies in law and/or in equity.

4.18. Termination

a. Termination at Will

The Contract may be terminated by the University upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in person with proof of delivery.

b. Termination for Cause

Performance issues will be handled per Section 2.9 of the RFP. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the University may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

c. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the University may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The University shall be the final authority as to the availability of funds.

d. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a vendor other than the Contractor or service delivery is provided by the University, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

4.19. Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, the Contractor agrees to (a) keep and maintain the records required to perform the service; (b) upon request from the University's Contract Manager, provide the University with a copy of the requested records; (c) ensure that records that are confidential are not disclosed except as authorized by law for the duration of the Contract term; and (d) upon completion of the contract, transfer, at no cost to the University, all records in possession of the Contractor. Once the Contractor transfers all records to the University upon completion of the contract, the Contractor shall destroy any duplicate records.

All records stored electronically must be provided to the University upon request from the University's Contract Manager in a format compatible with the University's information technology systems.

4.20. Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the University, University's Board of Trustees, its employees, agents, officers, heirs, and

assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.21. Disputes

Any dispute concerning the performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the University's Vice President of Budget and Procurement Services, or designee. The University's Vice President of Budget and Procurement Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the University's Contract Administrator.

4.22. Health Insurance Portability and Accountability Act (HIPAA)

The Proposer shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract.

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SECTION 5: Definitions

In this RFP, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and University-observed holidays.
Commission	Commissions include commissions/fees paid to the Contractor that are attributable to a contract or policy between a plan and an insurance company, insurance service, or vendor. This includes indirect fees that are paid to the Contractor by a third party, and includes the payment of “finders’ fees” or other fees for a transaction or service involving the plan.
Compensation	Anything of value, including fees, commissions, payments, loans, the forgiveness of a loan, transportation, lodging, food/beverage, dues, tickets, plants/flowers, personal services for which a fee is normally charged, gifts, and tangible or intangible property. This does not include non-monetary items under \$25, such as pens or notepads.
Contract	The written agreement entered into by the University and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The University representative, or their designee, responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
Day	A calendar day, unless otherwise noted.
Dependent(s)	The eligible spouse, child, or family member receiving benefits through a University employee.
Direct Fees	Compensation paid directly to the Contractor by the University.
Mandatory Responsiveness Criteria	Terms, conditions, and requirements that must be met by the Proposer to be considered responsive to this solicitation.
Material Deviation	A deviation which, in the University's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Proposer over other Proposers, and has a potentially substantial effect on services proposed or cost to the University.
Proposer (or Vendor)	A legally qualified corporation, partnership, or other business entity that submits a Proposal to the University in response to this RFP. This term differs from suppliers, which refers to the marketplace at large.
Responsible Proposer	A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Proposal	A Proposal, submitted by a Responsible Proposer, which conforms to all material aspects of this RFP.
Subcontract	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the

Contract. The Successful Proposer is not relieved of its duties under the Contract when it enters a Subcontract.

Successful Proposer/Successful Vendor

The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP.

University

Jacksonville University

Attachment II
Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Proposer has at least five (5) years, within the last 10 years of business/corporate experience in providing benefits brokerage services to commercial, university, non-profit, or governmental clients, as described in this RFP.

2. Prime Vendor

This is to certify that the Successful Proposer will act as the Prime Contractor to the University for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Proposer's Proposal and all services provided under the Contract will be compliant with all laws, rules, and other authorities applicable to providing the services.

4. Good Standing

This is to certify that the Proposer is currently in good standing with all major health insurance carriers.

5. Business Licensing

This is to certify that the Proposer is currently licensed to operate as an Insurance Agency by the Florida Department of Financial Services and that the Proposer has disclosed in their Proposal all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

6. Data Location

All data generated, used, or stored by the Proposer under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.

7. Federal Debarment

This is to certify that the Proposer, nor its principals, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

8. Conflict of Interest

This certifies that no University employee or official has any financial interest in the Proposer whatsoever, except as disclosed on Attachment III.

9. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

10. Statement of Non-Disclosure

This is to certify that neither the rates contained in this Proposal nor the approximate amount of this Proposal have been disclosed before award, directly or indirectly, to any other Proposer or any competitor.

11. Statement of Non-Collusion

This is to certify that the rates and amounts in this Proposal have been arrived at independently, without consultation, communication, or agreement as to any matter relating to such rates with any other Proposer or with any competitor, and not to restrict competition. Replies that have pricing contingent on another Proposer's offer shall submit a joint Proposal.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledge and affirm the statements above.

STATE OF FLORIDA _____
COUNTY OF _____ **Authorized Representative (Print)** **Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known____OR Produced Identification____Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: _____

Solicitation Number: RFP 002-2026

To participate in this solicitation process and comply with University policy, the undersigned corporate officer hereby discloses the following information to Jacksonville University. Proposers shall complete either Section 1 or Section 2.

Section I

I hereby certify that no official or employee of Jacksonville University requiring the goods or services described in these specifications has a material financial interest in this company.

Authorized Representative (Signature)

Authorized Representative (Print)

Section 2

I hereby certify that the following named Jacksonville University official(s) and employee(s) have material financial interest(s) (over 5%) in this company.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Representative (Signature)

Authorized Representative (Print)

Attachment IV Proposer Contact Information

The Proposer shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Proposer's representative shall be:	For contractual purposes, should the Proposer be awarded, the Proposer's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company Name	Authorized Representative (Signature)	Date
FEIN #	Authorized Representative (Printed)	

Attachment V
Proposer's Reference Form

In the spaces provided below, the Proposer shall list all names under which it has operated during the past five (5) years.

On the following pages, the Proposer shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for commercial, non-profit, or government agencies for whom the Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization, and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2026. References shall not be given by:

- Persons employed by the University within the past three (3) years.
- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- University members within the Proposer's organization.
- Relatives of any of the above.

Additionally, the University reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance.

Proposer's Reference Form

Reference #1

Proposer Name: _____

Reference Company Name: _____

Address _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known **OR** Produced Identification Type of Identification _____

Proposer's Reference Form

Reference #2

Proposer Name: _____

Reference Company Name: _____

Address _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____(position title) for _____(company name).

Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known **OR** Produced Identification Type of Identification _____

Proposer's Reference Form

Reference #3

Proposer Name: _____

Reference Company Name: _____

Address _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known **OR** Produced Identification Type of Identification _____

Attachment VI
Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer be awarded. Submission of this form does not indicate the University's approval of such subcontractor(s) but provides the University with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Proposer Name: _____

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Employee Benefits Brokerage and Consulting Services

Attachment VII
Evaluation Criteria

Technical Proposal Evaluation Score (0 – 1,000 Points)

Experience and Ability to Provide Services

Evaluation of the Proposer's experience and ability to provide services will be based upon the information contained in its entire Proposal, but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the Proposer's references to the services sought in this RFP?
- 2) How well do the references demonstrate the Proposer's satisfactory performance of contract services of similar size and scope to the services sought in this RFP?
- 3) How well do the references demonstrate the Proposer's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Proposer's experience and ability to provide services?

b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Proposer demonstrated in its Proposal that it has experience in performing the requirements of contracts with similar size and scope as the services sought?
- 2) How well did the Proposer convey their ability to provide services as described in this RFP?
- 3) Does the Proposer have relevant commercial or governmental benefit brokerage and consulting experience?
- 4) Are there any issues or concerns identified regarding the Proposer's experience or ability to provide the services sought?

Description of Offering

Evaluation of the Proposer's proposed offering will be based upon the information contained in their entire Proposal, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- a. Demonstrates the Proposer's ability to effectively provide quality benefits brokerage and consulting services required by this RFP;
- b. Maximizes operational efficiencies and supports the University's goals; and
- c. Demonstrates a thorough, effective, and beneficial plan for the sourcing, selection, management, administration, and consulting services required through this RFP.
- d. How well does the summary of the offering, and the explanation of why it is the best value for the University, address and meet the goals, needs, and expectations of the University and the University?
- e. How well does the Proposer demonstrate their understanding of the goals to be achieved via this RFP?

Service Area Detail Solution

Evaluation of each Proposer's service area detail solution will be based upon the information contained in **TABs D, F, and G** of a Proposer's Proposal. Replies for each service area will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 2, the benefits of the innovative solutions presented and how well they meet the University's goals, and how the Proposer's transition plan for each area minimizes the disruption to the Members and Dependents. Evaluation of this area will be based upon the information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting initial requirements described in Section 2, Scope of Work, and the University's goals described in Section 2.5 of this RFP.

Cost Proposal Evaluation Score (0 - 300 Points)

A total of up to 300 points may be awarded to a Proposer's Cost Proposal based on the Attachment I, Rate Information Sheet, contained in **TAB G**.

Final Evaluation Score

The Proposal Evaluation Score is the sum of the Proposer's weighted Technical Proposal Evaluation Score (0 – 1,000 points) and Cost Proposal Score (0 – 300 points).

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