REQUEST FOR PROPOSAL (RFP)

Solicitation #	
Issue Date	**November 2, 2026**
Submission Deadline	**November 16, 2026**
Submission Address	**122 Kyserike Road, Accord, NY 12404**
Submission Contact	

RFP SUBMISSION INSTRUCTIONS

I. NOTICE TO PROPOSERS

1. The Rondout Valley Central School District ("DISTRICT") hereby invites the submission of sealed proposals for the following:

   The DISTRICT requests proposals from qualified firms/individuals interested in providing Health Insurance Broker/Consultant Services. The District is particularly interested in partnering with a licensed Broker that has demonstrated experience working with public school districts and knowledge of Collective bargaining Agreements. The Vendor will have thorough understanding and knowledge of health insurance plans from multiple insurance companies, providing a broad range of options to the DISTRICT.

   As background, the DISTRICT is located in Ulster County. The DISTRICT is a large school district that services pre-kindergarten through twelfth grade. The DISTRICT contains five academic buildings and encompasses 200 square miles. For the 2026-2027 school year, the DISTRICT had a total PK-12 enrollment of 1,712 students, The DISTRICT employs approximately 355 full-time employees (faculty, staff and administration). The 2026-27 school year general fund operating budget is $82,093,525.

   Please find attached in Appendix A, a list of the current benefit plans the DISTRICT offers along with the carriers/administrators that administrate those plans. Firms may be chosen to be considered for any or all of the following services:

   Medical, Prescription, Group Medicare Plans, Dental, Vision, Flexible Spending Account, COBRA Administration, Benefits Administration, Medicare Part D Subsidy Reimbursement

   See Attachment "D" for Scope of Services.

2. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than **2:00 p.m**. on N**ovember 16, 2026**. If the DISTRICT is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the DISTRICT is officially open.

3. Vendors must submit an original Proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package:

   i. Vendor's name and address
   ii. RFP number and title
   iii. RFP due date

4. There is no expressed or implied obligation for DISTRICT to reimburse Vendors for any expenses incurred in responding to this RFP, including, but not limited to preparing Proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).

5. Submission of a Proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.

6. Vendors are encouraged to submit an electronic copy of the Proposal in the sealed envelope.

7. If a Cost Summary Sheet is attached to these Specifications, Vendors must submit the pricing information for this RFP on the Cost Summary Sheet.

8. In submitting a Proposal Vendors agrees to all of the terms and conditions set forth in the Contract attached to this RFP including the Scope of Services set forth in Paragraph 3 of the Contract.

II. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by the DISTRICT employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.

2. The DISTRICT will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish same in complete compliance with the RFP Documents.

3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by the DISTRICT.

4. The forms listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated.

    Attachment A - DISTRICT RFP Vendor Form
    Attachment B - Non-Collusive Bidding Certification
    Attachment C - Iran Divestment Act Compliance Rider
    Attachment D - Scope of Services
    Attachment E – Consultant Services Contract

5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the DISTRICT. Any interpretations issued will be in the form of addendum/addenda to

the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Documents which it replaces.

6. The DISTRICT may make any investigation they deem necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request.

III. QUALIFICATIONS

Each proposal should provide a statement of Proposer qualifications including:

1. Provide the complete official name of the candidate firm as well as a brief description of its business activities and history for at least the past five (5) years.

2. Provide clear and specific information regarding how long the firm has been in business and length of its experience in Health Insurance Broker Services for school districts.

3. Identify specifically the firm's professional staff members who will be assigned to this contract if it is awarded, the experience each possesses, and the location of the office from which the individuals will work. Provide a detailed biography and/or resume outlining the experience and credentials of all such staff members.

4. Provide a listing and description of similar service contracts and/or projects awarded within the last five (5) years. Provide the dates of service and the name of the contact person at each identified client.

5. Provide the name and title of the person or persons submitting this proposal, the firm's main office address, and the primary and secondary points of contact and their email addresses, telephone and fax numbers, including area codes.

6. Describe in detail the experience your firm and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific to school districts.

7. Describe attributes that make you a valuable strategic partner to Rondout Valley Central School District.

8. Provide proof that your company carries Errors and Omission (E&O) insurance coverage.

9. Describe the visibility and influence of your firm in the Total Rewards Benefit

Brokerage and Consulting services field.

10. Describe at least two innovative, strategic solutions you have implemented for clients similar to Rondout Valley Central School District that highlight your Total Rewards Benefit Brokerage and Consulting services expertise.

11. What market trends do you see with employee benefits over the next one year, three years, and beyond? How is your firm preparing strategies to deal with the expected trends?

12. Describe your methods for monitoring and communicating industry research, developing trends, innovations and opportunities. How do you update clients on HR and benefit trends and best practices?

13. Provide an overview of your approach to strategic planning. How do you incorporate benchmarking into strategic planning while helping us keep up with trends and best practices?

14. In your opinion, what are two major challenges companies similar to us face? How will your firm help us meet these challenges?

15. How do you assist clients who are considering changing their funding arrangement?

16. Given current trends and legislation, what recommendations do you have for us as we develop our benefits strategy for the coming year?

17. What is your process for ensuring customer satisfaction?

18. Describe your firm's approach to account management.

19. Describe the proposed team that would work with our organization.

20. How often does your team meet with your clients and for what purposes?

21. Please provide a detailed response on how you provide ongoing training for your employees.

22. Describe your response time to clients.

23. Describe your process for managing employee claims escalation.

24. What type of ongoing employer education services do you provide?

25. Please explain the process and timeline that you recommend for new clients.

26. What is the turnover rate of your employees within account management in the last

five years?

27. How many clients do your team members service?

28. Describe the steps taken when teams and/or members of the teams change within the partnership.

29. What benefit advocate services do you provide?

30. How do you support your clients in saving money?

31. Describe at least two cost-saving solutions you have implemented.

32. Please describe in detail the claims reports provided to clients on an ongoing basis and potential implications they may present.

33. Please provide sample claims reporting.

34. Please explain your approach to data analytics and how you incorporate this into your approach to consulting with clients.

35. What type of analytics reporting will we receive?

36. Provide an overview of your underwriting resources and confirm if your team is in-house.

37. Provide an overview of your actuarial resources and confirm if your team is in-house.

38. Describe your data-warehouse services/capabilities and associated costs

39. Describe any special analysis that you would provide to help manage our programs and find cost savings.

40. Describe your marketing and renewal process and timeline.

41. Describe your firm's market leverage within the employee benefits marketplace.

42. Please share examples of your success in negotiating renewals.

43. Describe your vendor management philosophy.

44. Please describe your vendor management capabilities.

45. Do you have internal or external compliance experts associated with your firm?

46. How do you support your clients in ensuring their employee benefits programs remain compliant with all federal and state laws?

47. Describe the methods you employ to disseminate information about current legislation. Please provide examples.

48. Do you assist clients in the preparation of their Form 5500s, Summary Annual Reports, ACA/6055/6056 reporting, and/or wrap documents? Is there a cost for these services?

49. Detail how you develop a benefit communication strategy with your clients.

50. Describe your capabilities in employee communications, including Open Enrollment. Please provide samples.

51. What translation services do you provide for communications?

52. How do you support a client's communicating the value of the benefits offered

53. How do you approach the development or evaluation of a wellness strategy?

54. What resources and tools do you offer clients regarding wellness initiatives?

55. Provide case studies of wellbeing programs your organization has implemented for clients and the results.

56. Do you have internal or external wellbeing experts associated with your firm?

57. What does day-to-day service include?

58. Provide at least three client references from similar projects. Include contact names, addresses and telephonenumbers.

59. Provide any additional information that you feel would distinguish your firm in its service to the District.

60. What is your overall philosophy regarding compensation arrangements?

61. What is your firm's philosophy on accepting contingency/override compensation?

62. Confirm that your firm will fully disclose all types, sources and amounts of compensation received from servicing Rondout Valley Central School District account including commissions, retainers, bonus payments, etc.

63. What are your quoted fees for the proposed engagement?

IV. AWARD AND RESERVATION OF RIGHTS

1. The Contract will be awarded to the responsive and responsible Vendor offering a Proposal response that best meets the terms, conditions and criteria stated in the RFP. The District will evaluate the Vendor's compliance with and responsiveness to the RFP specifications, the Vendor's experience in school districts/BOCES health insurance broker services, the Vendor's references, and the cost of the Vendor's services.

2. The DISTRICT reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.

3. The DISTRICT reserves the right to reject all Proposals. Also reserved is the right to reject, any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of the DISTRICT will be served.

4. The DISTRICT reserves the right to reject incomplete Proposals. The DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of the DISTRICT upon the opening of this RFP.

5. The DISTRICT reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to the DISTRICT on the Contract awarded on the basis of such Proposal.

6. The DISTRICT reserves the right to reject any Proposal where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.

7. The DISTRICT reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into a Contract.

8. The DISTRICT reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.

9. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by the DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Proposer and the DISTRICT. The Contract shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. The DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of the DISTRICT.

10. All Proposals, with consideration to the escalation clause (if any), will be held firm for the duration of the Contract including any extensions agreed to by the parties.

11. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact the DISTRICT to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor(s).

12. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by the DISTRICT, or fails to make replacement of rejected items when so requested immediately or as directed by the DISTRICT, the DISTRICT may purchase from other sources to take the place of the item rejected or not delivered or services not provided. The DISTRICT reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse the DISTRICT promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from Contract quantity.

13. In the sole discretion of the DISTRICT the Proposal of a Vendor whose performance on any previous contract with the DISTRICT has been determined to be unsatisfactory may be rejected.

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APPENDIX "A"

Orange Ulster BOCES
Health Insurance Consortium

MVP – PPO Health Plan
Individual & Family Plans

ATTACHMENT "A"

VENDOR FORM

Name of Vendor:

Address:

Prepared By:

Title:

The undersigned declares that _____ carefully examined the RFP Documents, including, but not limited to, the General Terms and Conditions, Specifications, Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in the RFP Documents in the event that the DISTRICT accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:

_____
Signature of persons, corporation or firm

Date:

Firm:

Phone:

Name:

Prepared by (Signature): _____

Email:

ATTACHMENT "B"
NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: **Address:**

I. General Certification:

A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

A. By submission of this RFP, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows:

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

1. the prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:

2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;

3. no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit an RFP for the purpose of restricting competition.

C. An RFP shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFP shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official there of which the RFP is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being

proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

A. Any RFP hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services performed or to be performed or goods sold or to be sold, where a competitive RFP is required by statute, rule, regulation, or local law and where such RFP contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the RFP and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each RFP on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any RFP. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

_____	_____	_____
Signature	Title	Date

ATTACHMENT "C"

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML § 103-g, the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the DISTRICT receive information that a person is in violation of the above-referenced certification, the DISTRICT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the DISTRICT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

The DISTRICT reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature:

Print Name:

Title:

Company Name:

Date:

ATTACHMENT "D"

Scope of Services

The VENDOR will support the DISTRICT in the following services, where appropriate, but not limited to:

- Deliver expert advice regarding plan designs based on industry trends, claims utilization and cost-containment strategies.
- Assist District staff in conducting negotiations with third-party administrators (if applicable), insurance providers and other employee benefit providers to ensure both quality and efficiency of employee benefit programs.
- Provide review of current plan offerings and provide guidance on compliance with all relevant regulations.
- Analyze and report utilization trends, population data, and plan costs on a mutually agreeable schedule and format. Provide reports, to assist in creating solutions for managing and reducing claims costs.
- Analyze the impact of plan design modifications or cost management programs.
- Keep the district up to date on the current trends in plan design and market conditions that impact organizations similar to the district.
- Negotiate renewals, rates, and discounts with existing incumbent carriers and any new or additional carrier(s) for the length of the contract.
- Work with the district to comply with all regulatory policies as they apply to the district's health plan(s) and employee benefits program.
- Assist the district in developing communication materials related to employee and retiree benefits ensuring compliance with all vendor contract language, bargained contract language, as well as State and Federal laws.
- Ensure that all offered benefits include all required components as included in the current, various union contracts and State and Federal laws. Assist the district in complying with all State and Federal laws, acts, and regulations. Ensure legal and tax related compliance with all employee benefit programs.
- Summarize and analyze each insurance carrier quote. Comparative analysis may include: pricing, terms, conditions, RFP/RFI responses, network access, discount analysis, and plan design.
- Facilitate regular meetings with all carriers and/or third-party administrators, as needed, for the District to review claims data and experience, customer service needs and issues, etc.
- Provide timely customer service and assistance with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting. Assist in resolving employee benefit concerns by facilitating communication between employees, vendors and the district.
- Assist with benefit plan design recommendations and changes that will help contain cost and maximize benefit effectiveness.

- Assist in the design and development of any customized open enrollment materials needed specific to the district program and plans.
- Assist in identifying and monitoring potentially catastrophic claims and work with case management to understand the possible impact of large claims on plan performance.
- Attend meetings with District Administration, as needed, and provide materials, education, training, and presentations to ensure informed and intelligent decision making regarding plan design and utilization.
- Provide service audits as requested by the district.
- Assist with administration of Medicare supplemental plans and Medicare open enrollment.
- Assist with open enrollment for active employees providing knowledge regarding plan benefits.
- Provide miscellaneous other health care consulting services as needed/required by the district.
- Analyze the district's ability to transition to a self-funded insurance model including evaluation of medical and pharmacy claims, and high cost claimants.
- Provide advanced data analysis and cost projections for budgetary purposes and premium equivalent rate setting. Provide budget scenarios to assist the district in budgeting and setting premiums. *If applicable.
- Solicit stop loss coverage and renewal quotes. Evaluate structure and performance of stop loss coverage, recommending alternatives as appropriate for consideration. *If applicable.

The DISTRICT reserves the right to reject any staff who they feel does not have the appropriate experience or qualifications to conduct these services.

ATTACHMENT "E"

THIS CONTRACT made this _____ day of _____, _____ by and between the Board of Education of the Rondout Valley Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 122 Kyserike Road, Accord, NY 12404 and [NAME OF VENDOR] ("VENDOR"), having its principal place of business for purposes of this Contract at [ADDRESS].

1. TERM OF CONTRACT

The initial term of this Contract shall be from the date of execution through [DATE] unless terminated earlier as provided for in this Contract. The initial term may be extended for renewal terms of one (1) year by mutual written agreement by both parties.

2. PARTIES

a. The DISTRICT desires to contract with the VENDOR for Health Insurance Broker Services.

3. SCOPE OF SERVICES

The VENDOR will support the DISTRICT in the following services, where appropriate, but not limited to those services listed in Exhibit "A".
The DISTRICT reserves the right to reject any staff who they feel does not have the appropriate experience or qualifications to conduct these services.

4. PAYMENT

a. The DISTRICT shall pay VENDOR in accordance with the schedule attached as Exhibit "B".

b. The VENDOR shall submit invoices for payment in accordance with the schedule in Exhibit "B". All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay VENDOR within sixty (60) days of the DISTRICT's receipt of such invoice.

c. Payment will be made only after a correct, original invoice has been received from VENDOR.

d. Payment of any invoice shall not preclude the DISTRICT from making a claim for adjustment for any services found not to have been in accordance with the Contract.

e. VENDOR will be engaged as an independent contractor and therefore be solely responsible for the payment of Federal Income Taxes applicable to this Contract.

f. Neither VENDOR nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this Contract, including but not limited to Social Security, New York State Workers' Compensation, Unemployment Insurance, employees' Retirement System, Health or Dental Insurance, or Malpractice Insurance or the like.

5. VENDOR INSTRUCTIONS / RESPONSIBILITY

a. VENDOR must follow the rules and regulations of the DISTRICT while work pursuant to the Contract is being performed.

b. VENDOR shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of VENDOR's work shall be brought to and/or stored on the premises of the DISTRICT. After equipment is no longer required for its work, VENDOR shall promptly remove such equipment from the premises of the DISTRICT. VENDOR shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity.

6. TERMINATION OF CONTRACT

a. This Contract is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the Contract, the DISTRICT's responsibility shall be to pay for services performed by the VENDOR and authorized costs.

7. TERMINATION FOR BREACH OF CONTRACT

a. In the event the VENDOR fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by the DISTRICT.

b. In the event of breach, the DISTRICT shall provide written notice of such breach to the VENDOR. If the VENDOR does not cure such breach within a ten (10) day period of such notice, the DISTRICT reserves the right to terminate the Contract immediately. However, should the VENDOR cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.

c. In the event of termination for breach of contract:

    i. The DISTRICT may procure the required services from other sources so that the continuity of the operations may be protected, and

ii. VENDOR will be responsible for indemnifying the DISTRICT for costs incurred in obtaining a new contract and for any increase in cost of service involved for the duration of the term of the original contract.

8. PREVAILING WAGE – NOT APPLICABLE

a. VENDOR shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this proposal.

b. The cost of such compliance shall be borne entirely by VENDOR, who shall hold the DISTRICT harmless from any claims, demands or penalties arising from VENDOR's failure to comply with the above.

c. Requests for payment from VENDOR must include certified payrolls for all workers. In the event the prevailing wage rate increases during the term of the Contract, the Proposal prices shall stand.

d. VENDOR agrees to verify all rates with the New York State Department of Labor prior to doing any work for the DISTRICT as well as to establish which of the workers involved in any part of the Contract are required by law to receive said rates.

9. DEFENSE AND INDEMNIFICATION

The VENDOR agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VENDOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Contract. The obligations pursuant to this provision shall survive the termination of this Contract.

10. INSURANCE

a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the VENDOR hereby agrees to effectuate the naming of the DISTRICT as an additional insured on the VENDOR's insurance polices, with the exception of workers' compensation.

b. The VENDOR, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the VENDOR and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability,

personal injury, or death occasioned directly or indirectly by VENDOR in connection with the performance of VENDOR's responsibilities under this Contract; each such policy shall provide a minimum coverage of

i. **Commercial General Liability Insurance**
$1,000,000 per occurrence/ $2,000,000 aggregate.
Sexual misconduct coverage must be affirmatively stated as included.

ii. **Automobile Liability**
$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

iii. **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees. An acceptable form, as required by the NY State Workers Compensation Board shall be used. ACCORD forms are not acceptable.

iv. **Excess/Umbrella Insurance**
$5,000,000 each occurrence and aggregate; $10,000 SIR

c. The policy naming the DISTRICT as an additional insured shall:

i. be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
ii. provide for 30 days notice of cancellation;
iii. state that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.

d. VENDOR acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT. The VENDOR is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

11. NOTICES

Any notices to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

To the VENDOR:

_____

_____
_____
_____

To the DISTRICT:
Superintendent of Schools
Rondout Valley Central School District
122 Kyserike Road,
Accord, NY 12404

12. NON-ASSIGNMENT

VENDOR may not engage subcontractors, hire others to perform all or part of his Contract, nor otherwise delegate its obligations to perform under the contract without the written approval of the DISTRICT. Any consent so given shall apply to the specific assignment subletting or subcontracting referred to therein and shall not constitute a general waiver of the prohibition contained herein. Each assignment subletting or subcontracting shall require a specific written consent.

13. TAXES

No charge will be allowed for federal, state or municipal sales and excise taxes since the DISTRICT is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

14. LEGAL COMPLIANCE

a. VENDOR shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this Contract. The cost of such compliance shall be borne entirely by VENDOR, who shall hold DISTRICT harmless from any claims, demands or penalties arising from VENDOR's failure to comply with the above.

b. VENDOR hereby certifies that they possess all required certifications, licenses and insurances necessary to perform the services described within this Contract. VENDOR also certifies that all individuals performing any of the services described are duly qualified through experience and education.

15. NON-DISCRIMINATION

a. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship

16. NON-APPROPRIATION

In accordance with the New York State Education Law, and § 109-b of the General Municipal Law, in the event that the DISTRICT must terminate this Contract for non-appropriation of funds, the DISTRICT agrees to pay all outstanding balances, plus earned interest (if any) to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

17. SAVINGS CLAUSE

VENDOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of VENDOR, and which, by the exercise of reasonable diligence, VENDOR is unable to prevent.

18. SEVERABILITY

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

19. NO WAIVER

The DISTRICT's failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

20. VENUE

The Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Contract will be brought and adjudicated in Supreme Court, Ulster County.

21. INCORPORATION OF RFP BY REFERENCE

The terms of the Request for Proposals are hereby incorporated into this Contract by reference and a copy of such Request for Proposals is attached as Exhibit "C."

In the event of any disagreement between the terms of the Request for Proposals and this Contract, the terms of this Contract shall govern.

22. ENTIRE CONTRACT

This Contract constitutes the full and complete Contract between the DISTRICT and the VENDOR, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

23. CONTRACT CONSTRUCTION

This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

24. AMENDMENT

This Contract may be amended only in a writing signed by both parties.

25. EXECUTION

This Contract, and any amendments to this Contract, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

26. AUTHORITY TO ENTER CONTRACT

The undersigned representative of VENDOR hereby represents and warrants that the undersigned is an officer, director or agent of VENDOR with full legal rights, power and authority to enter into this Contract on behalf of VENDOR and bind VENDOR with respect to the obligations enforceable against VENDOR in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

VENDOR

BY: _____
Name: _____

Title _____

Rondout Valley Central School District

BY: _____
PRESIDENT
BOARD OF EDUCATION

EXHIBIT "A"
SCOPE OF SERVICES

The VENDOR will support the DISTRICT in the following services, where appropriate, but not limited to:

- Deliver expert advice regarding plan designs based on industry trends, claims utilization and cost-containment strategies.
- Assist District staff in conducting negotiations with third-party administrators (if applicable), insurance providers and other employee benefit providers to ensure both quality and efficiency of employee benefit programs.
- Provide review of current plan offerings and provide guidance on compliance with all relevant regulations.
- Analyze and report utilization trends, population data, and plan costs on a mutually agreeable schedule and format. Provide reports, to assist in creating solutions for managing and reducing claims costs.
- Analyze the impact of plan design modifications or cost management programs.
- Keep the district up to date on the current trends in plan design and market conditions that impact organizations similar to the district.
- Negotiate renewals, rates, and discounts with existing incumbent carriers and any new or additional carrier(s) for the length of the contract.
- Work with the district to comply with all regulatory policies as they apply to the district's health plan(s) and employee benefits program.
- Assist the district in developing communication materials related to employee and retiree benefits ensuring compliance with all vendor contract language, bargained contract language, as well as State and Federal laws.
- Ensure that all offered benefits include all required components as included in the current, various union contracts and State and Federal laws. Assist the district in complying with all State and Federal laws, acts, and regulations. Ensure legal and tax related compliance with all employee benefit programs.
- Summarize and analyze each insurance carrier quote. Comparative analysis may include: pricing, terms, conditions, RFP/RFI responses, network access, discount analysis, and plan design.
- Facilitate regular meetings with all carriers and/or third-party administrators, as needed, for the District to review claims data and experience, customer service needs and issues, etc.
- Provide timely customer service and assistance with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting. Assist in resolving employee benefit concerns by facilitating communication between employees, vendors and the district.
- Assist with benefit plan design recommendations and changes that will help contain cost and maximize benefit effectiveness.
- Assist in the design and development of any customized open enrollment materials

needed specific to the district program and plans.

- Assist in identifying and monitoring potentially catastrophic claims and work with case management to understand the possible impact of large claims on plan performance.
- Attend meetings with District Administration, as needed, and provide materials, education, training, and presentations to ensure informed and intelligent decision making regarding plan design and utilization.
- Provide service audits as requested by the district.
- Assist with administration of Medicare supplemental plans and Medicare open enrollment.
- Assist with open enrollment for active employees providing knowledge regarding plan benefits.
- Provide miscellaneous other health care consulting services as needed/required by the district.
- Analyze the district's ability to transition to a self-funded insurance model including evaluation of medical and pharmacy claims, and high cost claimants.
- Provide advanced data analysis and cost projections for budgetary purposes and premium equivalent rate setting. Provide budget scenarios to assist the district in budgeting and setting premiums. *If applicable.
- Solicit stop loss coverage and renewal quotes. Evaluate structure and performance of stop loss coverage, recommending alternatives as appropriate for consideration. *If applicable.

EXHIBIT “B”

FEES

EXHIBIT “C”

INSERT COPY OF RFP