

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

APRIL 2024

REQUEST FOR PROPOSAL – AGENT OF RECORD: WORKERS COMPENSATION ADMINISTRATOR

The Purchasing Office of the Cedar Rapids Community School District requests your proposal for services. All prices are to be bid F.O.B 2500 Edgewood Rd NW, Cedar Rapids, IA 52405. Do not include Federal or State Tax in costs submitted.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all proposals or any part thereof, and to waive informalities and to enter into such contract or contracts as shall be deemed in the best interest of the Cedar Rapids Community School District, in the County of Linn, State of Iowa.

Proposals are due in the Purchasing Office, 2500 Edgewood Rd NW, Cedar Rapids, Iowa 52405 no later than:
10:00 a.m. CST, Tuesday, April 23rd, 2024.

Acceptable forms of submission:

EMAIL: Marked “RFP - Workers Comp Administrator” in the subject line and emailed to:

bids@crschools.us 10MB maximum size

HARD COPY: Place proposals in a sealed opaque envelope marked “RFP - Agent of Record: Workers Compensation Administrator” delivered to address:

Mrs. Carissa Jenkins, Manager of Purchasing
Cedar Rapids Community School District
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

Questions regarding this bid are due by 10:00 a.m. CST, Tuesday, April 16th, 2024 and are to be directed via email ONLY to Olivia Pikokivaka, Purchasing Coordinator. Do not reach out to other district staff members with questions in regards to this RFP. Please direct your questions to:

Olivia Pikokivaka, Purchasing Coordinator
Email: opikokivaka@crschools.us

A tabulation of the questions and answers will be posted to the District webpage:

<https://crschools.us/departments/purchasing/bids/>

Any company who desires not to bid at this time and wishes to remain on the School District mailing list, should notify the Manager of Purchasing to that effect. Otherwise, any company not submitting a bid may be removed from the mailing list for future bids.

Proposer response must include all attachments: A - Statement of Interest, B - References, C - Sex Offender Acknowledgement and Certification

GENERAL TERMS & CONDITIONS:

1. Return one copy of the RFP document, including all RFP attachments as requested.
2. Proposals received other than in the designated forms of submission or after the due date and time shall not be accepted.
3. The District may procure any materials, equipment or services specified in this RFP by any other means.
4. The District may request additional information from any party submitting a proposal. The failure of a party to provide any additional information in response to a request from the District in a timely manner may, in the sole discretion of the District, be cause for the rejection of that party's proposal.
5. The District reserves the right to:
 - 5.1. Reject any or all of the proposals submitted.
 - 5.2. Reject any proposal which does not meet the requirements of the specifications in the RFP.
 - 5.3. Waive any and all irregularities in proposals.
 - 5.4. Issue subsequent RFP's.
6. Upon completion of the selection and approval process, the District shall notify parties who submitted proposals of the intent to award. At the District's discretion, it may directly negotiate with the successful party the terms of the District's contract.
7. This RFP shall not, in any manner, be construed to be an obligation on the part of the District to enter into a contract or result in any claim for reimbursement of cost for any time, materials or expenses in responding to the RFP or in anticipation of entering into any contract.
8. The District prefers to make a single award, but recognizes it may best be served by multiple partners.
9. All contractors shall supply a certificate of insurance with the minimum coverage shown in Attachment E, with the Cedar Rapids Community School District named as an additional insured. The District will also list the contractor as an additional insured under general liability policies and, upon request, will furnish a certificate evidencing policy coverage.
10. The contractor will comply with all applicable state and federal laws and regulations applicable to the RFP scope.
11. Any information submitted in response to this RFP may constitute a public record and be subject to disclosure in compliance with Iowa Code Chapter 22.

PURPOSE

The Cedar Rapids Community School District (CRCSD) invites qualified insurance brokers/agents who possess experience, capability, and expertise in the area of municipal risk to submit a proposal to serve as broker/agent for our upcoming Worker’s Compensation renewal. CRCSD seeks to identify an insurance broker/agent that is active in the local community, supportive of public education and committed to continuing education.

BACKGROUND INFORMATION

CRCSD has a rich history of educating students since 1855. Today, we are the second largest public education provider in Iowa, with more than 16,000 students and nearly 2,800 teachers and staff at work in 32 schools throughout Cedar Rapids. We build on our past and present to supply an education that prepares students for the future.

Our vision is Every Learner. Future Ready. This guiding principle helps us enrich our community and embrace all backgrounds and cultures. We share a learning environment that welcomes everyone, as we prepare all students with pathways and passions for their future.

The breadth of our educational offerings displayed the attributes of our vision. The range includes traditional learning environments, a fully-virtual academy, many varied AP courses, career and technical training education, English Language Learners programming and support, five magnet schools, Iowa BIG project-based learning, preschool and before/after school daycare.

Teacher excellence is fundamental to our vision. CRCSD boasts the most National Board Certified teachers in the state. All of our employees work in an environment that is named to Forbes’ 2021 Best-in-State Employer list.

CRCSD’s incumbent provider is United Heartland. Historical Experience Modification Factor data for the District is listed below for the past five (5) consecutive policy terms.

Policy Effective Date	Experience Mod
7/1/2023	0.46
7/1/2022	0.44
7/1/2021	0.43
7/1/2020	0.56
7/1/2019	0.76

SCOPE OF SERVICES

The selected insurance provider must offer comprehensive coverage in the following areas:
Workers' Compensation Insurance.

CRCSD is seeking a qualified insurance broker/agent that can help with Worker's Compensation insurance purchasing, but more importantly, can partner with CRCSD as a consultant to advise and improve the quality of insurance services for staff. Upon acceptance of the RFP, the broker/agent will be expected to offer an evaluation of CRCSD's current program adequacy and suitability and a thorough analysis of risk exposures, analysis of history and experience. Broker/agent will provide general advice, guidance and assistance with CRCSD's safety & loss control program and claims administration. It is anticipated to implement a high-quality risk program. Broker/agent will be expected to:

- Work with CRCSD staff immediately upon proposal acceptance to assess operational risks and provide recommendations regarding the Worker's Compensation insurance. Provide forward-thinking strategies to manage risk, analyzing different coverage and deductible options to provide the best balance of risk limitation and premium.
- Competitively market and appropriately place Worker's Compensation insurance with financially responsible insurance carriers and provide the ancillary services necessary in support of CRCSD's exposures and needs for loss control support.
- Solicit quotes from multiple insurers, analyze proposals received, negotiate changes for the benefit of CRCSD and verify the reasonableness of the pricing of coverage. Provide a summary of quotes along with the quotes that best reflect the goals and objectives of the CRCSD.
- When instructed to do so by CRCSD, administer the placement of coverage and provide binders, policies and endorsements/changes/ revisions that may be required.
- Provide a review of binders and policies including verification of conformity to specifications, adequacy, and compliance with requested coverage and provide feedback as needed regarding the same. Request any necessary endorsement/change/revision/correction that may be required.
- Oversee and coordinate all relevant services performed by insurance carriers/underwriters or any service agency arranged for insurance program related issues and concerns.
- Consult with CRCSD regarding proposed claims counsel an insurance company plans to use with any claim. Act as a liaison between CRCSD and the carriers to resolve claims.
- Assist in establishment or improvement of loss prevention and provide analysis of risk control programs with emphasis on improvement of various programs, including contractual risk transfer, training options for hazard identification, documentation of work and inspections.

RFP TIMELINE / KEY DATES

MILESTONE	DATE
RFP Issue	Tuesday, April 9th, 2024
Questions Submission Deadline	Tuesday, April 16th, 2024 - 10:00 AM CST
Proposal Due Date	Tuesday, April 23rd, 2024 - 10:00 AM CST
Proposal Interviews (By Invitation)	Thursday, April 25th, 2024
Board Submission Deadline	Wednesday, May 1st, 2024
Board of Education Meeting to Approve Proposed Award	Monday, May 13th, 2024
Award Notice Communication and Tabulation Posting <i>Based on board approval</i>	Tuesday, May 14th, 2024
Contract Term- 3 year	July 1, 2024 - June 30, 2027

AGREEMENT TERM & TERMINATION

The District agreement will begin July 1, 2024 for a period of three (3) consecutive years. The District shall have the option to renew the agreement for up to two (2) consecutive, additional term years given the acceptance of outcomes.

The term of this Agreement may be amended from time to time, unless:

- A. CRCSD fails to comply with any material term or condition of this Agreement within 30 days after written notice from Contractor specifying the nature of the failure with particularity; or
- B. Contractor fails to comply with any material term or condition of this Agreement within 30 days after written notice from CRCSD specifying the nature of the failure with particularity; or
- C. Either party terminates this Agreement, with or without cause, by giving 90 days' prior written notice to the other; or
- D. Either party terminates this Agreement as otherwise permitted by this Agreement.

RFP EVALUATION PROCESS AND AWARD

Proposals will be evaluated by a district-appointed team, using a score sheet to rate the required expectations. The selected provider will be required to enter into a contract with CRCSD for the provision of the requested services. The contents of this RFP and the proposal of the selected provider may become part of the contractual obligation and be incorporated by reference into the contract of engagement. A contract shall not exist between CRCSD and any selected provider until such agreement has been duly authorized and approved by the Board of Directors of the District. In the event a recommendation to award a contract to the provider is rejected by the Board of Directors of the District, the District will not be obligated to the provider in any manner. CRCSD reserves the right to reject any proposals submitted in response to this RFP.

RFP RESPONSE INSTRUCTIONS

Applicants must submit proposals in the specified format, via the specified method of transmittal by the proposal deadlines. Proposals must include:

1. Cover Letter and Attachment A
 - a. Interested organizations must provide a brief statement of interest to the District, and include in the response their qualifications and capacity to carry out required work.
 - b. Confirmation person submitting the RFP is authorized to execute contract on behalf of the agency
 - c. Confirmation agency/company and broker/agent has read and agree to the terms of the RFP
2. Company Overview
 - a. Name and address of the agency/company
 - b. History of the agency/company
 - c. Contact information for the primary contact person and for key contacts
 - d. Length of time the agency has been in business. Is the agency locally owned and controlled?
3. Experience and Qualifications
 - a. Provide an overview of the team who will be providing service. Resumes should include pertinent education, experience, areas of specialty, etc. and should be attached separately.
 - b. Outline participation in insurance continuing education and designations obtained
 - c. Details about the company's experience in providing insurance services, especially for organizations similar to CRCSD.
 - d. Provide the number of commercial lines accounts the agency currently handles with total annual property/casualty premiums in excess of \$500,000.
 - e. Does the agency provide claims services? If so, please describe in detail the services the agency would provide to CRCSD.
4. Based on your experience, explain what Worker's Compensation program you think would best fit CRCSD and why.
 - a. Outline carriers your agency would have access to and utilize that would benefit the CRCSD Worker's Compensation program.

- b. Give detail as to why you would recommend each, based on the program you think would best fit CRCSD.
5. What advantages can your agency bring to the table for CRCSD?
 - a. Service
 - b. Claims
 - c. Loss Control
 - d. Compensation
 - e. Agency Affiliations
6. References - Attachment B
 - a. Provide a list of all school insurance accounts currently serviced by your agency
7. Sex Offender Acknowledgment and Certification - Attachment C

**ATTACHMENT A
STATEMENT OF INTEREST**

- THIS FORM MUST BE COMPLETED AND INCLUDED IN RFP RESPONSE -

Organization Name: _____

Address: _____

Years of operation: _____

Non-profit or profit status: _____
(Please attach documentation.)

Contact information for person submitting the proposal:

Name:

Position:

Telephone:

Email:

*Signature confirms the person submitting the proposal is authorized to execute a contract on behalf of the agency and the agent/company and broker/agent have read and agree to the terms of the RFP.

Signature of Agent authorized to submit proposal:

Date:

ATTACHMENT B REFERENCES

- THIS FORM MUST BE COMPLETED AND INCLUDED IN RFP RESPONSE -

References will be checked using information provided on this form. It is the Proposer responsibility to provide COMPLETE, ACCURATE reference contact information. Entities named as participants in this RFP are not to be used as a reference.

District/Company:	
Contact Person:	
Address:	
Fax:	
Email:	
Description of professional relationship including dates:	

District/Company:	
Contact Person:	
Address:	
Fax:	
Email:	
Description of professional relationship including dates:	

District/Company:	
Contact Person:	
Address:	
Fax:	
Email:	
Description of professional relationship including dates:	

ATTACHMENT C
SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION
- THIS FORM MUST BE COMPLETED AND INCLUDED IN RFP RESPONSE -

_____ (“Company”) is providing services to [name of contractor/sub-contractor]the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgement and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

(Name of contractor/subcontractor)

By: _____

Printed Name: _____

Title: _____

CONTRACTOR INSURANCE REQUIREMENTS

The Cedar Rapids Community School District requires you provide us with evidence of insurance meeting the requirements outlined below:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal

Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy
The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability:

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident Employer’s Liability –
Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.