



**2300 Government Street**  
**Ocean Springs, MS 39564**  
**Phone: (228) 875-8239**  
[www.ossdms.org](http://www.ossdms.org) - [f](#) [i](#) [t](#) [@OSSDGREYHOUNDS](#)

**Ocean Springs School District**  
**Invitation for Proposals**  
**Benefits Plan Administrator CY23-27**

The Ocean Springs School District (OSSD) is accepting proposals on April 6, 2022, by 10:00 AM for the Benefit Plan Administrator for the period of January 1, 2023 through December 31, 2027. The intent of the OSSD is to have one (1) third-party group provide various voluntary insurance products and administration of the cafeteria plan.

This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting [www.ossdms.org](http://www.ossdms.org) or [www.centrauctionhouse.com](http://www.centrauctionhouse.com) or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Proposal Documents may be downloaded, and electronic Proposals may be submitted at [www.centrauctionhouse.com](http://www.centrauctionhouse.com). For any questions relating to the electronic bidding process, and to receive bidding credentials, please call Central Bidding at 225-810-4814. Electronic submittal of proposals is not required, but is encouraged.

**Timeline:**

Posting of Bid Notice to the State Bid Bank	3/18/2022
First Publication of the Bid Notice by the Newspaper	3/20/2022
Second Publication of the Bid Notice by the Newspaper	3/27/2022
Questions from prospective vendors	3/31/2022, 2:00 PM, CST
Release Q&A Sheet	4/1/2022, 2:00 PM, CST
Proposals Due	4/6/2022, 10:00 AM, CST
Vendor notification of presentations	4/13/2022
Vendor presentations	4/28/2022 time TBD
Final questions to vendors	5/3/22
Vendor responses to questions due	5/11/22, 2:00 PM, CST
Recommendation to the BOT	6/14/2022

## Purpose and Need

The intent of the OSSD is to have one (1) third-party group provide various voluntary insurance products and administration of the cafeteria plan. If selected, vendors will be given the opportunity to present their proposal, in person, to the Ocean Springs School District Insurance Committee on April 28, 2022. The District will notify selected vendors on or before April 13, 2022. Presentations will occur in the Board Room of the Central Administration Building, 2300 Government Street, Ocean Springs, MS.

## Instructions to Bidders and Bid Conditions

Submissions are due and will be opened on Wednesday, April 6, 2022, at 10:00 AM CST at the Business Office of the of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564. Submissions may also be submitted electronically at [www.centrauctionhouse.com](http://www.centrauctionhouse.com). Submissions are to be submitted in sealed envelopes, clearly marked: **RFP-Benefits Plan Administrator CY23-27**. Late submissions will not be accepted.

- The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a proposal which is in any way incomplete or irregular and to waive informality or waive any part thereof.
- All proposals submitted to the OSSD shall remain valid through open enrollment for CY2023.
- All questions related to the solicitation will be emailed to both the Chief Financial Officer, Mary Gill [mgill@ossdms.org](mailto:mgill@ossdms.org), and Purchasing, Amy Armata [aarmata@ossdms.org](mailto:aarmata@ossdms.org). Answers to questions and addenda will be posted at: [www.ossdms.org](http://www.ossdms.org) and [www.centrauctionhouse.com](http://www.centrauctionhouse.com).

# STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

**1. Purchases:** Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.

**2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

**3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

**4. Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

**6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

**7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

**8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

**9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**10. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

**11. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

**12. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitees") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

**13. Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

**14. Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**15. Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

**16. Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

**17. Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

**18. Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

**19. Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

**20. E-Verify Program:** Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**21. Venue:** Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

**22. Payments:** No partial payments will be given for services/products until the job/order is complete.

**23. Disbarment:** Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

**24. Federal Funds:** This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

**25. SAM.gov Document:** Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

**26. Bid Protesting Policy:** See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.

## **Exhibit A**

### **Proposal Specifications**

Each prospective submitter shall provide:

- Cover letter (which shall be no more than two (2) pages) with their proposal, and shall include at a minimum, the company name, description of the firm, the legal company organization, primary contact name, phone number(s), address, fax number, and e-mail address.
- Proof of registration with the Mississippi Secretary of State (to do business in the state).
- Proof of registration with the Mississippi Department of Insurance (licensed to do business in Mississippi).
- Response form found on Pages 12-14 of this request.

The OSSD reserves the right to request additional information including, but not limited to, evidence of financial ability to perform the requested services, as the OSSD deems necessary to evaluate submitter's proposal.

All proposal material submitted to the OSSD shall become the property of the OSSD. Expenses associated with the development and delivery of the proposals shall be the sole responsibility of the respondent and shall not be chargeable to the OSSD. Any information provided in the proposal which shall be considered proprietary or confidential should be marked as such or will be subject to potential public disclosure.

In-person presentations (if selected) shall include a presentation by the proposing party outlining their plan for performing the required services as submitted in the proposal as well as questions by staff of the OSSD. Failure to attend the required presentation may result in rejection of respondent's proposal.

**Please include in your proposal a response to the following:**

1. State your experience, in general, as a Benefits Plan Administrator and a Cafeteria Plan Administrator. Provide a list of school districts within the State of Mississippi you have provided services to, whether current or in the past. Include three (3) references with at least two (2) of the references being current contracts.
2. Proposal must include the following plans at a minimum:
  - Accident
  - Cancer
  - Dental
  - Employee health flexible spending with option for front-loaded debit card
  - Employee dependent care flexible spending
  - Disability
  - Gap
  - Vision
  - Voluntary Term Life

3. Provide a breakdown of premiums for all products being proposed and outline any costs that the district may incur for offering the proposed plan(s).
4. Provide information regarding any rate guarantees that may be included for the proposed products.
5. Provide plan limitations for FSA medical and child care reimbursement program and include necessary details to indicate that the plan does not present a risk or cost to the District.
6. The intent of the district is to provide benefits to all employees without a waiting period. New hire coverage should begin on the 1<sup>st</sup> of the month following the date of hire. Discuss waiting periods, if applicable, for each plan.
7. Provide a detailed plan of action for open enrollment. The selected vendor must agree to provide sufficient agents for a minimum of one-week, on-site enrollment opportunities in September or October of each year at pre-established sites within the District. The selected vendor must also offer an on-line self-enrollment option during open enrollment.
8. The OSSD has an average of 85 new hires that are enrolled in June/July for the new school year. State your ability to provide at least one agent for multiple days in June/July to enroll all new hires.
9. Include a timeline and information/data that will be required from the OSSD to transition to the proposed plan.

## **Exhibit B**

### **Ocean Springs School District Statistical Data**

Approximate number of employees: 802

Number of participants by benefit:

#### **Dental – 544**

Family – 80

Individual – 321

Employee & Spouse – 37

Employee & child/children – 106

#### **Vision – 459**

Individual – 271

Family – 65

Employee & Spouse – 44

Employee & Child/children – 79

#### **Misc. Programs**

Cancer – 312

Disability – 474

Accident – 108

Gap – 70

#### **Life**

Texas Life – 220

AFA Life – 114

Blue Bonnet Life – 12

Flex Medical – 106

Flex Dependent Care – 2



## **Exhibit C**

### **Dental Claims History**

#### **High Plan:**

Date	Premium (\$)	Lives - Employee	Total Claims (\$)
01/01/2019	\$11,438.77	184	\$2,281.00
02/01/2019	\$13,177.53	196	\$8,258.10
03/01/2019	\$12,432.95	197	\$6,856.70
04/01/2019	\$12,468.51	198	\$10,355.70
05/01/2019	\$12,423.92	198	\$9,431.00
06/01/2019	\$12,459.48	198	\$9,114.40
07/01/2019	\$12,121.32	195	\$12,960.00
08/01/2019	\$10,818.02	180	\$9,810.60
09/01/2019	\$11,959.19	191	\$5,422.80
10/01/2019	\$12,003.84	190	\$12,609.20
11/01/2019	\$11,932.72	188	\$8,167.70
12/01/2019	\$11,701.18	186	\$12,275.50
01/01/2020	\$12,349.63	197	\$13,284.10
02/01/2020	\$12,550.36	199	\$11,847.90
03/01/2020	\$12,516.60	201	\$8,162.70
04/01/2020	\$12,429.23	200	\$3,582.44
05/01/2020	\$12,465.85	199	\$3,996.58
06/01/2020	\$12,355.96	196	\$11,165.60
07/01/2020	\$12,319.31	194	\$15,154.00
08/01/2020	\$11,972.85	186	\$10,483.50
09/01/2020	\$11,999.14	201	\$6,849.60
10/01/2020	\$12,596.26	201	\$8,654.14
11/01/2020	\$12,918.45	202	\$7,272.43
12/01/2020	\$13,376.49	203	\$11,625.00
01/01/2021	\$12,900.47	205	\$12,183.70

02/01/2021	\$13,280.30	207	\$10,427.28
03/01/2021	\$13,519.46	211	\$9,469.32
04/01/2021	\$13,041.25	210	\$7,249.50
05/01/2021	\$13,079.80	210	\$4,460.70
06/01/2021	\$12,725.80	206	\$10,900.82
07/01/2021	\$12,412.23	199	\$18,971.40
08/01/2021	\$11,927.90	191	\$9,877.48
09/01/2021	\$12,811.52	208	\$8,842.42
10/01/2021	\$12,398.63	207	\$7,065.40
11/01/2021	\$12,692.34	207	\$5,952.72
12/01/2021	\$12,362.00	205	\$10,732.50
01/01/2022	\$15,054.47	212	\$9,337.20

**Low Plan:**

Date	Premium (\$)	Lives - Employee	Total Claims (\$)
01/01/2019	\$9,048.46	252	\$5,998.30
02/01/2019	\$11,188.08	279	\$6,500.00
03/01/2019	\$10,030.00	277	\$7,735.00
04/01/2019	\$9,826.58	276	\$8,273.70
05/01/2019	\$9,933.82	276	\$4,516.40
06/01/2019	\$9,894.62	275	\$9,588.80
07/01/2019	\$10,051.86	276	\$13,630.34
08/01/2019	\$9,300.11	264	\$11,979.90
09/01/2019	\$10,426.51	288	\$5,912.60
10/01/2019	\$10,251.04	286	\$6,715.04
11/01/2019	\$10,325.32	287	\$6,176.50
12/01/2019	\$10,261.90	286	\$8,212.99
01/01/2020	\$11,570.28	310	\$11,998.70
02/01/2020	\$11,573.59	312	\$10,861.10

03/01/2020	\$11,377.62	310	\$8,297.30
04/01/2020	\$11,612.58	311	\$1,568.70
05/01/2020	\$11,446.99	309	\$2,413.60
06/01/2020	\$11,452.95	307	\$12,609.50
07/01/2020	\$11,296.20	307	\$13,812.10
08/01/2020	\$10,725.53	296	\$10,023.60
09/01/2020	\$11,503.30	317	\$6,585.39
10/01/2020	\$11,372.44	319	\$8,623.10
11/01/2020	\$11,741.26	317	\$5,037.11
12/01/2020	\$11,348.47	316	\$6,094.11
01/01/2021	\$10,823.40	311	\$10,749.02
02/01/2021	\$11,751.43	317	\$8,267.70
03/01/2021	\$12,845.21	332	\$14,604.00
04/01/2021	\$11,921.54	333	\$8,565.00
05/01/2021	\$11,961.93	334	\$7,440.10
06/01/2021	\$11,761.97	332	\$13,492.22
07/01/2021	\$11,727.05	331	\$15,383.50
08/01/2021	\$11,336.11	317	\$7,921.60
09/01/2021	\$12,170.70	344	\$9,313.40
10/01/2021	\$11,985.92	343	\$11,002.10
11/01/2021	\$11,792.16	340	\$8,499.80
12/01/2021	\$11,794.99	339	\$10,381.60
01/01/2022	\$13,777.12	336	\$8,747.80

**Ocean Springs School District**  
**Benefit Plan Administrator Proposal**  
**Official Vendor Response Form**

**Please mark your response to the following:**

1. Does your proposal include:
  - a. Cancer plan **Yes / No**
  - b. Life Insurance Plan **Yes / No**
  - c. Gap Policy **Yes / No**
  - d. Accident Policy **Yes / No**
  - e. Vision Plan **Yes / No**
  - f. Dental Plan **Yes / No**
  - g. Disability Plan **Yes / No**
  - h. FSA Medical Plan **Yes / No**
  - i. FSA Dependent Care Plan **Yes / No**
  - j. Other \_\_\_\_\_
2. Please provide brochure copies of the benefit plans you will offer and the associated rates to be charged.
3. Does the FSA Medical and Dependent Care Plans present any risk or cost to the Ocean Springs School District? **Yes / No**  
If yes, please comment on the risk and/or cost the District may incur.

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What limitations, if any, will you place on these plans?

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4. Are the plans offered to the employees without a waiting period? **Yes / No**  
Please list any plans with waiting periods and give the length of wait.

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5. Is there a cost to the district or the employees for administration of the §125 Cafeteria Plan?

**Yes / No**

Please explain.

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6. Do you agree to provide knowledgeable agents for a minimum of one-week, on-site? enrollment opportunities in September/October of each year at pre-established sites within the District? **Yes / No**

7. Will you provide knowledgeable agents to review enrollment forms for accuracy; provide information during enrollment when employee is present; and to discuss each employee's options for benefit selection? **Yes / No**

8. Will you agree to a five-year term to administer the cafeteria plan in our District? **Yes / No**

9. Are you able to underwrite or administer all policies in your proposal? **Yes / No**  
If no, please explain.

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10. Do you acknowledge that 403b plans are not offered in our District? **Yes / No**

11. Do you offer online member services for participating employees? **Yes / No**

12. If selected, will you be available for a presentation on April 28, 2022? **Yes / No**

By submitting this proposal acknowledge and accept all terms and conditions and any addenda, if applicable. Check [www.ossdms.org](http://www.ossdms.org) or [www.centralauctionhouse.com](http://www.centralauctionhouse.com) for these items.

I attest, by my signature, that I am an authorized agent of the vendor(s) represented in the attached employee benefits proposal. I agree that the responses contained in this document are true and correct for consideration of awarding the benefits plan at the June 14, 2022 School Board meeting.

**BID SUBMITTED BY:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date of Submission

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Typed Name and Position of Representative

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address