

Tallahassee Community College

Invitation to Negotiate (ITN)

For

Insurance Broker for Employee Benefits

ITN 2018-06



Solicitations Due – October 25, 2017 – 1:45 p.m. EST

Solicitation Opening – October 25, 2017 - 2:00 p.m. EST

<http://www.tcc.fl.edu/about/college/administrative-services/purchasing/>

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GENERAL CONDITIONS

Proposers: To ensure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the terms and conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope/box. **Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.**

1. **EXECUTION OF PROPOSAL:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted.

If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.

2. **NUMBER OF COPIES:** Proposers must submit one (1) original in hard copy along with two (2) copies on separate USB thumb drives in PDF format). The USB's must be identical with all original signatures and all supporting documentation and be uploaded as one document. The original, and USB's must be in a sealed envelope/box marked as stated in the Proposal Submission clause. The USB flash/thumb drive should be accessible for copying of your entire proposal for each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITN.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
 - Proposer's name
 - Return address
 - ITN number and title
 - Due date and time

5. **DUE DATE AND TIME:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal.

Receipt of the proposal in the Purchasing Department after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to ensure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College Purchasing Office at (850) 201-6088.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Proposers must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposers who do not register.

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form**. **Example of a Workday Supplier ID is SU 000000123**

If you are not a registered TCC supplier, you will need to complete our online TCC Vendor Application Form and W-9 at:
<http://www.tcc.fl.edu/about/college/administrative-services/purchasing/vendor-information/#>

These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Greg Rowland at rowlandg@tcc.fl.edu and include the company name and Federal ID # or the last four digits of the vendor social security number.

7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.

8. **REVISIONS AND AMENDMENTS**: The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of ITN, such revisions and amendments, if any, will be announced by an addendum to the ITN. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the ITN may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their ITN. In such cases the addendum will include an announcement of the new ITN opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
9. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
10. **DISQUALIFICATION**: Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
11. **PROPOSAL WITHDRAWAL**: Proposers may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted for review by interested parties in the TCC Purchasing Office on or about October 31, 2017 and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's Vendor Bid System (VBS) http://myflorida.com/apps/vbs/vbs_www.main_menu and the College's purchasing website: www.tcc.fl.edu/purchasing. **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**
13. **ADDITIONAL INFORMATION**: No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.

14. **CONTRACTUAL AGREEMENT:** This Invitation to Negotiate shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), proposal document and response. Any and all legal actions associated with this Invitation to Negotiate and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida.
15. **PUBLIC RECORDS:** Upon award or ten (10) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07(3)(t)].
- A. INQUIRIES/INTERPRETATIONS:** All proposers shall carefully examine the ITN documents. Proposers are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any interpretation of or changes to the ITN will be made in the form of a question and answer acknowledgement form or an addendum to the ITN if the technical specifications change and will be furnished to all proposers.
- Such inquiries regarding this ITN outside a pre-proposal conference must be submitted in writing via email to the College’s Purchasing Office at rowlandg@tcc.fl.edu The College will provide written answers via email to the questions to all proposers who have received the ITN. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this ITN.
16. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the proposal specifications. In case of discrepancy in computing the amount of the proposal, the Unit Price quoted will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions).
- A. **TAXES:** The College does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.
- B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer’s risk. In the event of extension error(s), the unit price will prevail and the proposer’s extension and total offer will be corrected accordingly. In the event of

addition error(s), the unit price and extension thereof will prevail and the proposer's total offer will be corrected accordingly.

- C. **PROPOSER'S CONDITIONS**: The Board specifically reserves the right to reject any conditional proposal.
 - D. **PRICES**: All proposal prices shall be valid for a minimum period of 90 days from date of submittal.
17. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened and recorded on the date and time specified herein unless changed by addendum. No other information or pricing will be read or discussed at the opening. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax, e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee if required will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
 18. **ACCURACY OF PROPOSAL INFORMATION**: Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
 19. **ADVERTISING**: In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
 20. **GOVERNMENTAL RESTRICTIONS**: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITN prior to their performance, it shall be the responsibility of the proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
 21. **LIABILITY, INSURANCE, LICENSES AND PERMITS**: Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.
 22. **DRUG FREE WORKPLACE**: Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.

23. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the board for immediate cancellation. Tallahassee Community College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
24. **TERMINATION:** If a contract is awarded as a result of this ITN and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new ITN, whichever is determined to be in the best interest of the College.

The supplier will serve at the will and pleasure of the College. Either party may cancel the contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the supplier shall:

- Stop orders/work on the date and to the extent specified.
 - Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
 - Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
 - Continue and complete all parts of the work that have not been terminated.
25. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Note: By signing the proposal, the supplier attests they have not been placed on the convicted vendor list.

26. **ACCEPTANCES AND REJECTION**: The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
27. **JOINT VENTURES**: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITN.
28. **IDENTICAL OR TIE PROPOSALS**: In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used to break said tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Proposer's place of business is within Leon, Gadsden or Wakulla Counties, (4) or by flip of coin, when all other factors are equal.
29. **FAMILIARITY WITH LAWS**: All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITN. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
30. **EQUAL OPPORTUNITY**: The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in its programs and activities. The proposer agrees to make no distinction in its employment practices on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
31. **DEFAULT**: In the event of default on a contract, the successful proposer shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. In the event of default on a contract, the successful proposer shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

32. **INVOICING AND PAYMENT**: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
- A. Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and be submitted to Accounts Payable at the address indicated on the purchase order.
 - B. All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
 - C. The invoice shall also contain the proposer's Federal Employer Identification Number (F.E.I.N.).
 - D. Tallahassee Community College's terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
33. **ANTI-DISCRIMINATION**: The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
34. **OSHA**: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
35. **AFFIRMATION**: By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **Proposer agrees to abide by all terms and conditions of this ITN and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**
36. **RENEWAL**: Renewal Option, YES NO: If yes, the terms in this ITN will automatically renew for one (1) year increments for up to an additional five years unless terminated, with 30 day's written notice, by either party.
37. **INDEMNIFICATION**: To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing

herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

38. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.
39. **PROHIBITION AGAINST CONTINGENT FEES:** Vendors/Suppliers are hereby notified that any contract entered into by Tallahassee Community College will contain a prohibition against contingent fees as follows: "The vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the vendor from future contracts with Tallahassee Community College for a period up to five (5) years.
40. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.

41. **SUBMITTAL:** Proposals must be received by the TCC Purchasing Office by October 25, 2017 at 1:45 pm EST.

Proposal Number: ITN 2018-06

Proposals will be opened: October 25, 2017 at 2:00 pm EST.

Proposals Will Be Opened in the TCC Purchasing Office (see address below)

Send Proposal to:

Tallahassee Community College

Purchasing Department

Building MR 57

444 Appleyard Drive

Tallahassee, Florida 32304-2895

GENERAL INFORMATION

1. PRE-PROPOSAL CONFERENCE:

- A. A pre-proposal conference, if indicated below, will be held at the address, date and time as specified, open to all interested parties, at which time the College purchasing staff will be present to answer questions and explain the intent of the ITN documents.
- B. At this meeting, any suggested modifications may be presented in writing to, or discussed with the College's representative(s) as a possible addendum to the ITN.
- C. Any conclusions reached at this conference which amend the ITN documents will be issued in the form of an addendum to all proposers.
- D. Even if attendance is not mandatory, it is strongly recommended.
- E. If applicable a brief tour of the facilities will be provided to all those in attendance following the pre-proposal conference.

2. PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:

- A. All proposers submitting a response to this ITN agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should the proposer feel it is in their best interest to do so.
- B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this ITN.

Pursuant to Section 1010.04, Florida Statutes, before purchasing nonacademic commodities and contractual services, greater than Category III, the College President or designee shall review the purchasing agreements and state term contracts available under Section 287.056, Florida Statutes, to determine whether it is in the Board of Trustees' economic advantage to use the agreements and contracts.

For the purchase of nonacademic commodities and contractual services the State of Florida purchasing agreements and state term contracts available under Section 287.056, Florida Statutes, have been reviewed.

3. SCHEDULE OF ITN EVENTS:

Date	Time	Description
10/6/2017		Release of ITN to Public, Posted on VBS & TCC Purchasing Website
		Non-Mandatory Site / Pre-Submittal Meeting
10/13/2017		Last Day for Written Inquiries and Notice of Intent to Propose
10/18/2017		Anticipated Date that answers to Written Inquiries will be posted on VBS & TCC Purchasing website
10/25/2017	1:45 p.m.	Proposals Due
10/25/2017	2:00 p.m.	Proposal Opening
10/30/2017		Presentations and Proposal Interviews
10/31/2017		Anticipated date that Intended Award will be posted

PROPOSAL SPECIFICATIONS

Background

Since 1966, Tallahassee Community College (College) has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support and classroom facilities and Web-based classes, the College offers a variety of instructional methods to ensure student success.

The College contributes to an agent multiple-employer defined benefit plan administered by the Consortium for postemployment benefits. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees who retire from the College are eligible to participate in the College's healthcare and life insurance benefits. The College subsidizes the premium rates paid by retirees by allowing them to participate in the Other Postemployment Benefits Plan (OPEB Plan) at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the OPEB Plan on average than those of active employees. The College does not offer any explicit subsidies for retiree coverage. Retirees are required to enroll in the Federal Medicare (Medicare) program for their primary health coverage as soon as they are eligible.

The College employs 754 full-time benefit eligible employees and has 243 benefit eligible retirees. Approximately 649 employees have enrolled in one or more College-sponsored benefit plans. Open enrollment documents from a previous benefit year have been included with this Invitation to Negotiate (ITN). In fiscal year 2016 – 2017, the College paid \$5 million (this number does not include the \$1.03 million paid by employees) in premiums for employee health insurance and \$182,672 in premiums for employee basic life insurance. The College expects to spend \$4.8 million during fiscal year 2017 – 2018 and an additional \$1.2 million will be collected in employee health insurance premiums. The College's benefit coverage year is January 1 – December 31, however, the College's fiscal year is July 1 – June 30.

The College is currently a member of the Florida College System Risk Management Consortium (FCSRMC), which handles the College's employee benefit programs for medical, dental, vision and life. Pharmacy plans are included as part of health insurance. The College uses individual providers for auxiliary benefit plans such as LTD/STD programs, flexible spending and health reimbursement accounts, voluntary life and accidental death and dismemberment programs.

Demographic Information

- Enrollment Data

# Enrolled in HMO	603
# Enrolled in PPO	151
# Enrolled in LTD/STD	92/82
# Enrolled in Voluntary Life	332
# Enrolled in Flexible Spending	130
# Enrolled in Health Reimbursement Account	3
# Enrolled in Dental	498

- Employee Demographic Make-Up

Average Age (full-time benefited employees)	47
Average Salary	\$47,935

Purpose

Tallahassee Community College wishes to enter into a contract with an insurance broker willing to provide coverage options in the following areas:

- Health Insurance Benefits
- Dental Insurance
- Short-Term Disability
- Long-Term Disability
- Life and Accidental Death and Dismemberment (AD&D) Insurance
- Flexible Spending Accounts
- Wellness Program
- Voluntary Life and AD&D Insurance
- Voluntary Vision
- Voluntary Supplemental Insurance

The College will screen all proposals and will seek to negotiate an agreement with a single qualified respondent willing to negotiate favorable rates, benefits and services with group insurance providers to ensure the College receives the best value for desired coverages.

NOTE: Proposers must be available to give presentations on Monday, October 30, 2017 at times to be determined by TCC.

Scope of Work

Tallahassee Community College is seeking a licensed broker to provide comprehensive services and support as it relates to the College's employee benefit plans. With the employee benefit plans continuing to rise in costs, the College is challenged in finding quality coverage at affordable costs. The College is seeking coverage options to begin January 2019 with the expectation that the selected broker would be able to provide employee benefit plan options no later than May 1, 2018. Specifically, the College is seeking a broker and strategic partner to analyze the current benefit plan options and provide recommendations on benefit plans and costing structure options for the College.

Specifically, the College is seeking a broker to provide services, which include, but not limited to, the following:

1. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the College.
2. Review and advise on appropriate insurance coverage.
3. Review vendor contracts and evidence of coverage.
4. Conduct annual employee open enrollment sessions in collaboration with Human Resources staff.
 - A. Develop and produce communication materials, as needed.
 - B. Attend and/or conduct group insurance meetings with employees and management
 - C. Provide open enrollment materials for employees during benefit
 - D. Provide customized benefit booklet for all staff for open enrollment sessions outlining the College's benefits as well as new staff that join the organization
5. Support the College's Human Resources staff by resolving enrollment, claims and billing issues and questions.
 - A. Assist Human Resource staff with billing reconciliation, as needed
6. Provide review/analysis/projection sessions to include:
 - A. Projected renewal costs
 - B. Enrollment analysis and comparisons
 - C. Claims analysis and comparisons
 - D. Benchmarking of current benefits with local/peer competitors
7. Monitor federal/state regulations and ensure the College's plans are in compliance.
 - A. Provide ACA Affordability Analysis annually
 - B. Update the College on changes in applicable laws and how they affect the College's benefit plans.

8. Provide vendor management.
 - A. Conduct marketing and vendor selection
 - B. Monitor vendor performance and service and make recommendations as needed
 - C. Provide implementation support during open enrollment
 - D. Support annual plan design changes
 - E. Analyze strength and solvency of vendors
9. Provide performance/utilization review.
 - A. Provide annual analysis of program and plan design competitiveness
 - B. Analyze claims and utilization cost drivers
 - C. Analyze plan design effectiveness
10. Provide recommendations on employee contribution rates and recommend cost-sharing strategies based on industry standards.
11. Provide detailed reports and feedback on enrollment, claim and utilization trends (quarterly and annual reporting).
12. Provide guidance and third party administrator assistance with COBRA administration and compliance.
 - A. Provide administration for COBRA and Retiree voluntary benefits
13. Provide customer service support to Human Resource Staff and respond to questions and inquiries within a reasonable timeframe.
 - A. Conduct periodic on-site visits with Human Resource staff to provide feedback and recommendations and to ensure service expectations are being met
 - B. Provide a dedicated contact for the College's needs
14. Provide guidance and recommendations on an Employee Wellness program.
 - A. Provide should include education and information on preventive care
 - B. Provide incentives for participation in health/wellness initiatives
 - C. Recommend health, wellness, disease and care management programs.

Company Expertise/Experience (Answer each question 1-11 separately and insert under Tab 11)

1. Describe your company's expertise in each of the following areas:
 - a. Plan Compliance
 - b. Employee Engagement and Benefits Communication
 - c. Benefits Administration
 - d. Claims Management
 - e. Benefit Strategy
 - f. Research, Benchmarking and Technical Services
2. How many of your clients do you currently work with on a broker basis?
3. How many of your clients do you currently work with on a consultant basis?
4. Describe two (2) situations where your company has demonstrated leading edge or innovative solutions for an organization of similar size and industry.
5. How do you provide your clients with advice on best practices in benefits administration, plan compliance, plan structure and cost-sharing options?
6. Describe your company's philosophy and strategy as it relates to negotiating rates, policy terms and plans on behalf of your clients.
7. Describe your view of the ideal broker/client relationship.
8. Describe your company's strengths and explain how your company differs from other brokers in the industry.
9. Provide information on your company's brokerage fee structure/plans.
- 10. Provide in a separate envelope or USB flash/thumb drive your company's financial statements for the past three (3) years.**
11. Identify a minimum of three (3) other accounts similar in size and scope for which you are presently serving as a broker, which can serve as a reference on your behalf.

EVALUATION PROCESS

1. EVALUATION METHOD:

1. An evaluation committee composed of TCC staff members, selected by the College's Vice President for Administrative Services, will provide the initial evaluation of all responses and make a recommendation, which will be in the best interests of the College. The District Board of Trustees shall make the final award(s).
2. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.
3. The evaluation committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

2. NON-RESPONSIVE PROPOSALS:

1. Non-responsive proposals will be rejected by the Purchasing Department, and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - Failure to sign the proposal
 - Failure to acknowledge addenda
 - Failure to provide required submittals/documentation/**Mandatory Forms**
 - Submission of a late proposal
 - Submission of a proposal that contains conflicting terms and conditions than those listed by the College
 - Proposer does not meet minimum requirements

3. STATEMENT OF QUALIFICATION:

- A. To ensure that all ITN's are fairly evaluated, scored and ranked, it is very important that the ITN's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

INSURANCE REQUIREMENTS

1. REQUIREMENTS:

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
 - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

3. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

2. MISREPRESENTATION:

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

3. GOVERNMENTAL ENTITIES:

In the event the proposer is a governmental entity, different insurance requirements may apply.

INSTRUCTIONS FOR PREPARING PROPOSALS

1. PROPOSAL FORMAT:

A. For ease of evaluation:

1. It is suggested that the proposal be submitted in portrait orientation
2. With headings and sections numbered
3. The sections should be labeled in accordance with the ITN requirements for easier reference
4. Ensure all information is typewritten

2. PROPOSAL SUBMITTAL:

Proposal Submission Requirements – Mandatory

1. **Letter of Intent:** This letter will summarize in a brief concise manner, the proposer understands the Terms and Conditions, Scope of Work and will make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length. **(Tab 1)**
2. **Proposal Response Form (Tab 2)**
3. **Proposal Certification Form (Tab 3)**
4. **Drug Free Workplace:** If applicable, provide a statement concerning the proposer's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process. **(Tab 4)**
5. **Minority & Women Owned Business Declaration Form – Mandatory**
The proposer shall complete and return Minority & Women Owned Business Declaration Form of this RFQ. **(Tab 5)**
6. **Question/Answer or Addendum Acknowledgement Form:** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable. **(Tab 6)**
7. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying

proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida. **(Tab 7)**

8. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company. **(Tab 8)**
9. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years. **(Tab 9)**

10. Price Proposal: (Tab 10)

1. The fees proposed shall remain firm and shall include all charges that may be incurred in fulfilling a contract awarded as a result of this ITN.
2. Clearly indicate deliverables linked to progress payments.
3. Provide a detailed and complete schedule of charges for evaluation committee review. If travel costs are not included in your proposed price schedule, be advised that the college will not pay travel costs in excess of those set by the State of Florida.

PROPOSAL RESPONSE FORM

Proposers are required to complete and submit this form. Proposers shall submit one (1) hard copy original of proposal and two (2) electronic copies on separate USB flash/thumb drives with files being in PDF format. The USB's must be identical with all original signatures and all supporting documentation and be uploaded as one document. Proposal must be submitted in a sealed envelope/box marked as noted in the General Conditions of the ITN. The USB flash/thumb drive should be accessible for copying of entire proposal for each member of the evaluation committee.

Company Name: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

Company Toll Free Telephone Number: _____

E-Mail Address: _____

Type of Business: ___ Corporation ___ Partnership

___ Sole Partnership ___ Joint Venture

Incorporated in State of _____ Date: _____

Number of Years _____

SSN (If Sole Proprietorship or Partnership): Only required if FEIN is not provided

I have submitted the required TCC vendor application and W9 form online and have obtained my TCC Workday Supplier ID # which is SU- _____ .

Name of Company Representative:

Printed _____ Signature _____

Title _____ Date _____

NOTE: Please return to Tallahassee Community College with your proposal.

PROPOSAL CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read, understand and will comply with all of the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

NOTE: Please return to Tallahassee Community College with your proposal.

DRUG FREE WORKPLACE

Drug-Free Workplace: _____ Yes _____ N/A

If Yes please complete this form.

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies

that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Date

Minority and Woman Owned Business Declaration

Minority/Woman Owned Business: Yes _____ N/A _____

If **Yes** please complete the form.

Minority and Woman Owned Business Declaration Form

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American Hispanic American Native American Asian American
 American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) "Small business" means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is

domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).