



Request for Proposals (RFP) **For Employee Benefit Broker Services**

Questions and Answers

September 20, 2024

Question: When was the last survey about benefits sent out to ELC employees? Can it be shared?

Answer: We do an annual employee satisfaction survey that looks at both pay and benefits. Our benefits generally receive very high marks due to our benefits package. The survey is not specific, but generally, the results come back as satisfaction. The ELC covers 100% of employee-only healthcare, as well as a large portion of the employee's family's healthcare.

Question: Who is currently performing the Cobra Administration for the ELC?

Answer: The Cobra Administrator is Accrue, which is included in our current package.

Question: How often do you meet with your current employee benefits broker to go over claims and data?

Answer: We meet with them periodically throughout the year, which helps us budget for the upcoming year and look at trends. Whenever we have an issue that is related to how we want to present the upcoming year, we like to meet to review the data and projections.

Question: Is there any kind of community partnership with your current employee benefits broker, philanthropic, in-kind, or any other kind of assistance?

Answer: Yes. Our current vendor is very involved in our business. They support some of our program activities and participate in events that occur that we do with our community, our clients, and our partners.

Question: In addition to providing our responses electronically, we are also going to drop off physical copies for you. How many copies should we bring?

Answer: We will only be accepting electronic submissions of proposals for this RFQ. All the submissions will be provided to the evaluation committee electronically and they will be scored virtually.

Question: Is there a possibility that we can set up an appointment to review and discuss our services?

Answer: For our RFQ's and all Procurements we follow a very formal process to remain in compliance with Florida Statutes and Funding requirements. All vendors responding to our Procurements must go through the process of submitting a proposal with their best and most advantageous offer and having it scored by the Rating Committee to see if they are awarded an opportunity. The selected Vendor would then be able to meet with our key decision-makers to discuss the details of the services being provided during contract negotiations.

Question: What are your key organizational goals, and how do you envision your benefits program aligning with those goals?

Answer: We aim to recruit and retain high quality staff members to ensure quality services for the community. Benefits are part of that strategy.

Question: What challenges have you faced with your current benefits program, and what improvements are you hoping to achieve?

Answer: We have no challenges with our current benefits program other than the rising cost of premiums

Question: Do you have any particular wellness, education, or telehealth programs in mind for your employees?

Answer: We work with our brokers to assist us with providing these opportunities for our staff.

Question: On our call you stated that you measure employee satisfaction with your current benefits program, can you share with us the feedback that have you received?

Answer: We have no further detail other than our employees are generally satisfied with our benefits offerings.

Question: Are you looking for any specific technology solutions, such as online enrollment tools or benefits administration platforms?

Answer: Yes, suggestions or options through our broker are welcomed. We currently use Maxwell.

Question: What role does employee communication play in your benefits strategy, and how do you currently educate employees on their options?

Answer: We educate employees during initial on-boarding, at open enrollment, at staff meetings and lunch and learns and through organization wide communication.

Question: How do you currently approach compliance and regulatory updates related to benefits, and what support would you need in this area?

Answer: We work with our brokers to help keep us up to date and to shepherd us through some of the compliance reporting requirements.

Question: Recruitment - If a “dream team” candidate asked you, “Why should I come work here?”, what would you tell them?

Answer: Because of the impact and importance of our work in the community and the supportive environment for employees.

Question: How much value do your employees assign to the benefits you offer?

Answer: Our employees take full advantage of the benefits we offer.

Question: Do you feel that your employees make good lifestyle and healthcare choices?

Answer: Our employees make the same choices that the population at large makes regarding their lifestyle and healthcare choices.

Question: How do you engage and educate your employees to lower your healthcare costs?

Answer: We offer incentives to participate in periodic screenings and wellness activities. We communicate about wellness often.

Question: Tell us how you educate/train your employees. What type of things do you train them on? How often?

Answer: Health & Wellness. Periodically throughout the year.

Question: Do you have a detailed Open Enrollment strategy? What does that look like?

Answer: We work with our brokers to develop it each year.

Question: Do you feel fully confident in and streamlined with your compliance initiatives?

Answer: Yes

Question: How often do you have compliance audits performed? When was the last one?

Answer: We receive periodic reviews of compliance on many aspects of benefits compliance. We work with our brokers to keep up to date with changes to those requirements.

Question: Section 9 (PDF pages 4-5) - Unless otherwise required by applicable law, we cannot agree to permit Coalition to audit for 5 years after the agreement ends. Coalition can audit during the agreement. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Section 10. (3rd Para) (PDF page 6) – we can agree to notice within 72 hours after confirmation of breach. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Section 10. (4th Para) (PDF pages 6-7) - We may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain Confidential as long as it is retained. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Section 11. (PDF pages 7-9) - This section should make clear that Client shall own all final deliverables provided to Client by We as part of the services provided under this Agreement, provided however, We shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the Client was used to create and which was developed entirely using our own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by We. To the extent our intellectual property is necessary for the Client to use the deliverables provided under this Agreement, We grants to Client a non-exclusive, royalty-free license to our intellectual property solely for Client's use of such deliverables. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Section 14. (PDF pages 10-11) - Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Section 14. (PDF Pages 10-11) – We are requesting to add a \$1 million limitation of liability language. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: We should be permitted to assign the agreement to any company affiliated to it by common ownership or control that results from an internal reorganization. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: The non-appropriation of funds provision needs to make clear that We will still get paid for satisfactorily completed work up until the date it receives notice of non-appropriation or until the termination date listed in such notice, whichever is later. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

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Question: Section 20.2.6 (PDF page 15) - We will not agree to permit XXX to withhold payments. This section should be deleted. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Section 13. (PDF page 23) - It is not standard operating procedure for We to require its employees to submit to fingerprinting. Is this acceptable?

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Question: Section 13. (PDF page 23) - Assumption is that we won't have direct contact with students and therefore this requirement is N/A. Is this acceptable?

Answer: We truly appreciate you taking the time to do a preliminary review of our agreement, and while a lot of the required clauses don't apply directly to Brokerage services, they are a required part of our contract due to the nature of the funding we receive and our work. We believe it would be most advantageous to have a discussion regarding the contract terms after an award has been made so that we are able to clue in our legal team to address any concerns.

Question: Given the tight timeline from when these questions are submitted to the final due date will ELC Broward consider extending the due date?

Answer: Unfortunately we have a set timeline for this Procurement, and we are unable to extend the proposal submission deadline at this point in time