

**DELAWARE TECHNICAL AND COMMUNITY  
COLLEGE**

**DTCC FLEXIBLE BENEFITS PLAN**

**Request for Proposal**

**Contract No. DTCC18008-CWFLEXBENE**

**January 2, 2019**

**- *Deadline to Respond* -  
*January 23, 2019***

***1:00 PM (Eastern Standard Time)***

**CONTRACT NO. DTCC18008-CWFLEXBENE**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **DTCC FLEXIBLE BENEFITS PLAN**. The proposal consists of the following:

**Contents:**

- I. INTRODUCTION
- II. SCOPE OF WORK
- III. FORMAT FOR PROPOSAL
- IV. PROPOSAL EVALUATION PROCEDURES
- V. DEFINITIONS AND GENERAL PROVISIONS
- VI. PROPOSAL REPLY SECTION

ATTACHMENTS

Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS EXISTING COVERAGE PACKAGES

Appendix B – PRICING FORMS

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by **January 23, 2019 at 1:00 PM** (Eastern Standard Time) to be considered.

**Proposals must be mailed to:**

**Dr. Valencia "Lynn" Beaty  
Delaware Technical and Community College, Office of the President  
100 Campus Drive, Dover, Delaware 19904**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Dr. Valencia "Lynn" Beaty at (302) 857-1661 or Jane Lane at (302) 857-1693 or by email [vbeaty@dtcc.edu](mailto:vbeaty@dtcc.edu) or [jane.lane@dtcc.edu](mailto:jane.lane@dtcc.edu). **Upon request by interested bidders, DTCC may share census data (including salary information and demographics), experience data, and current coverage information (including rates for existing lines) with interested bidders. All such requests for information shall be submitted on or before the deadline to submit questions on January 9, 2019.**

## INTRODUCTION

### A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals to provide the following types of insurance coverage for Delaware Technical and Community College's (DTCC) Flexible Benefits Plan:

Group Life and Accidental Death and Dismemberment (AD&D) Insurance;  
Vision Insurance; and  
Dental Insurance.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract for the provision of these benefits.

### 1. COMPETITIVE SEALED PROPOSAL

It has been determined by DTCC, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of DTCC. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

### 2. CONTRACT REQUIREMENTS

See Scope of Work in Section II and Statement of Work in Appendix A.

### 3. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. [§6926](#).

### 4. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that DTCC, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of DTCC. As needs are identified, there may exist instances where contract deliverables DTCC reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item.

### 5. CONTRACT PERIOD

Each Vendor's contract shall be valid for a **two year (2)** period from **July 1, 2019**. After the initial term, each contract may be renewed on an annual basis through negotiation between the Vendor and DTCC. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current

DTCC

agreement. Contracts may be terminated by either party with at least six (6) months written notice or by the policyholder refusing to agree upon renewal rates or policy conditions within seventy-five (75) days of renewal.

**B. KEY RFP DATES/MILESTONES**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	January 2, 2019
Written Questions Due No Later Than (NLT)	January 9, 2019
Written Answers Due/Posted to Website NLT	January 15, 2019
Proposals Due NLT	January 23, 2019 at 1:00pm EST
Public Proposal Opening	January 23, 2019 at 3:00pm EST
Proposal Evaluation/Presentations as required	January and February 2019
Vendor Best & Final Discussions, as required	February 2019
Contract Award	Will occur within 90 days of bid opening

**C. INQUIRIES & QUESTIONS**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by January 9, 2019. All questions will be answered in writing by January 15, 2019 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**D. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to DTCC of Delaware. Address all communications to the person listed below; communications made to other DTCC of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Dr. Valencia “Lynn” Beaty**  
**Delaware Technical and Community College, Office of the President**  
**100 Campus Drive, Dover, Delaware 19904**  
[vbeaty@dtcc.edu](mailto:vbeaty@dtcc.edu)  
(302) 857-1661

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**E. CONTACT WITH DTCC EMPLOYEES**

Direct contact with Delaware Tech employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DTCC employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with DTCC who require contact in the normal course of doing that business.

## **I. SCOPE OF WORK**

### **A. BACKGROUND**

DTCC is seeking competitive sealed proposals to provide the following types of insurance coverage for the College's Flexible Benefits Plan:

Group Life and Accidental Death and Dismemberment (AD&D) Insurance;  
Vision Insurance; and  
Dental Insurance.

Interested parties may submit a single proposal covering more than one of the above-referenced types of insurance or may submit separate proposals for each coverage type. DTCC reserves the right to award separate contracts for each type of insurance coverage.

### **B. STATEMENT OF NEEDS**

See Appendix A.

**Upon request by interested bidders, DTCC may share census data (including salary information and demographics), experience data, and current coverage information (including rates for existing lines) with interested bidders. All such requests for information shall be submitted on or before the deadline to submit questions on January 9, 2019.**

### **C. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the coverage lines on Appendix B.

## **II. FORMAT FOR PROPOSAL**

### **A. INTRODUCTION**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

### **B. PROPOSAL RESPONSE**

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

## DTCC

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall DTCC unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

### **C. NON-CONFORMING PROPOSALS**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely with DTCC.

### **D. CONCISE PROPOSALS**

DTCC discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DTCC's interest is in the quality and responsiveness of the proposal.

### **E. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with DTCC.

### **F. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

### **G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

### **H. DISCOUNT**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

### **I. SAMPLES OR BROCHURES**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**K. BID BOND REQUIREMENT**

**The Bid Bond requirement has been waived.**

**L. PERFORMANCE BOND REQUIREMENT**

**The Performance Bond requirement has been waived.**

**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. DTCC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 3 paper copies and 1 electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an vendor signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to DTCC and received no later than 1 PM (Eastern Standard Time) on January 23, 2019. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Dr. Valencia "Lynn" Beaty**  
**Delaware Technical and Community College, Office of the President**  
**100 Campus Drive, Dover, Delaware 19904**  
[vbeaty@dtcc.edu](mailto:vbeaty@dtcc.edu)  
(302) 857-1661

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP. DTCC reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of DTCC.

**N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 30, 2019. Delaware reserves the right to ask for an extension of time if needed.

**O. WITHDRAWAL OF PROPOSALS**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**P. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**Q. LATE PROPOSALS**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to DTCC, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

**S. INCURRED EXPENSES**

DTCC will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

**T. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**U. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify DTCC's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

## V. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to state bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. DTCC maintains sole discretion to reject any vendor exceptions that are submitted.

## W. BUSINESS REFERENCES

Business references are to be provided as set forth in the scope of work.

## X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware Tech.

DTCC requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

## Y. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than DTCC of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

## DTCC

DTCC is required to comply with Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) (“FOIA”). FOIA requires that DTCC’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by DTCC and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA’s public disclosure obligations.

DTCC wishes to create a business-friendly environment and procurement process. As such, DTCC respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

In order to allow DTCC to assess its ability to protect a vendor’s confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, DTCC will open the envelope to determine whether the procedure described above has been followed. A vendor’s allegation as to its confidential business information shall not be binding on DTCC. DTCC shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts DTCC’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

### **Z. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

### **AA. ATTACHMENTS**

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Proposal Reply Requirements
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions (if applicable)

### III. PROPOSAL EVALUATION PROCEDURES

#### A. GENERAL ADMINISTRATION

##### 1. DTCC'S RIGHT TO REJECT PROPOSALS

DTCC reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to DTCC. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

##### 2. DTCC'S RIGHT TO CANCEL SOLICITATION

DTCC reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DTCC makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by DTCC. Vendor's participation in this process may result in DTCC selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DTCC to execute a contract nor to continue negotiations. DTCC may terminate negotiations at any time and for any reason, or for no reason.

##### 3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax, or DTCC credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

##### 4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**Dr. Valencia "Lynn" Beaty**  
**Delaware Technical and Community College, Office of the President**  
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[vbeaty@dtcc.edu](mailto:vbeaty@dtcc.edu)  
(302) 857-1661

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

## **5. PUBLIC OPENING OF PROPOSALS**

The proposals shall be publicly opened at The Board Room, Office of the President, Delaware Technical and Community College, 100 Campus Drive, Dover, Delaware 19904 at 3pm EST on January 23, 2018. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

## **6. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with DTCC or the State of Delaware or on a central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

## **1. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

## **2. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

## **B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

## DTCC

DTCC shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to DTCC.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
  - b. The vendor's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the vendor is qualified legally to contract with DTCC;
  - e. Whether the vendor supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish.
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. DTCC reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

### C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of Delaware Tech.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926.

DTCC reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to DTCC .

### D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

**E. CRITERIA AND SCORING**

	EVALUATION CRITERIA		
		<b>PERCENTAGE</b>	<b>POINTS</b>
1.	Cost-Reduction of benefit costs while maintaining coverages close to current levels with rate guarantee for initial 2 year period.	40%	40
2.	High Quality Claims Service/Customer Service: Timely electronic submission of claims by provider and superior levels of service to our employees and administrative staff through the use of DTCC-of-the art technology and efficient customer service representatives	30%	30
3.	Administration –Online database process for enrollment and deletion of employees’ coverages; consideration of the College’s lag paycheck process that results in lag benefit payments to the College and premium payments paid to the vendor at the end of the month following the coverage month	15%	15
4.	A.M. Best Rating and Reputation	15%	15
	<b>TOTAL SCORE</b>	<b>100%</b>	<b>100</b>

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

**F. BEST AND FINAL OFFERS**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

**G. REFERENCES**

The Committee may contact any customer of the vendor, whether or not included in the vendor’s reference list, and use such information in the evaluation process.

**H. ORAL PRESENTATIONS**

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for DTCC are the vendor's responsibility.

#### **IV. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State of Delaware procurement laws and regulations prior to submitting bid.

**A. DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**DTCC:** Delaware Technical and Community College

**AGENCY:** Delaware Technical and Community College.

**BID INVITATION:** The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**DESIGNATED OFFICIAL:** The agent authorized to act for an Agency.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State of Delaware, policies of the Agency, and instructions to vendors.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY:** A special offer from a supplier that is usually associated with a limited time to respond.

**PROPOSAL:** The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

**RFP:** Request for Proposal.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

**VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

## **B. GENERAL PROVISIONS**

### **1. INTERPRETATION OF ESTIMATES/QUANTITIES**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
  - c. Vendor usage reports for previous awards, if applicable, may be found by accessing the applicable contract award page at: <http://contracts.delaware.gov/>. Past usage shall not be considered a guaranteed future volume.

### **2. SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

### **3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

### **4. PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from DTCC before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

## **5. PUBLIC INSPECTION OF PROPOSALS**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than DTCC Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

DTCC is a public agency as defined by DTCC law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all DTCC of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by DTCC and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, DTCC will open the envelope to determine whether the procedure described above has been followed.

## **6. LAWS TO BE OBSERVED**

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless DTCC, the State of Delaware, and all Officers, Agents, Trustees, and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

## **7. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

## **8. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

## **9. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

## **10. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless DTCC, the State of Delaware, their Officers, Trustees, or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

## **11. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

## **12. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and State TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

## **13. INVOICING**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State of Delaware and DTCC Purchasing

Procedures. DTCC will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

#### **14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
  1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

#### **15. PRICES**

Prices and/or rates shall remain firm for the initial 2 year term of the contract, unless further negotiations are deemed necessary by DTCC.

## DTCC

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

### **16. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

### **17. INDEPENDENT CONTRACTORS**

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **18. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of DTCC requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

### **19. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to DTCC. All contractors must carry the following coverage depending on the scope of work being delivered.

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
- c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,
- d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and

DTCC

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of DTCC of Delaware.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the scope of work being delivered.

Before any work is done with DTCC, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with DTCC. The certificate holder is as follows:

**Dr. Valencia "Lynn" Beaty**  
**Delaware Technical and Community College, Office of the President**  
**100 Campus Drive, Dover, Delaware 19904**  
[vbeaty@dtcc.edu](mailto:vbeaty@dtcc.edu)  
(302) 857-1661

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

## **20. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel DTCC Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with DTCC of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## **21. INDEMNIFICATION**

### **a. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless DTCC, its agents, trustees, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

### **b. Proprietary Rights Indemnification**

## DTCC

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against DTCC, DTCC shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify DTCC against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for DTCC to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that DTCC agrees to and accepts in writing.

## **22. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to DTCC no later than 30 days following the delivery of DTCC's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

## **23. FORCE MAJEURE**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract. shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

## 24. VENDOR RESPONSIBILITY

DTCC will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order.

## 25. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of DTCC requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## 26. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by Delaware Technical and Community College.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, DTCC shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of DTCC, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DTCC.

## DTCC

On receipt of the contract cancellation notice from DTCC, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless DTCC provides a written acceptance of the vendor response. If DTCC does accept the Vendor's method and/or action plan to correct the identified deficiencies, DTCC will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of DTCC's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion DTCC may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. Termination for Convenience:** DTCC may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DTCC, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DTCC.
- c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of DTCC requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

### 27. INTEREST OF VENDOR

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

### 28. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

### 29. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, tDTCC shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

### 30. GRATUITIES

- a.** If it is found, after notice and hearing, by DTCC that gratuities (in the form of entertainment, gifts, or

otherwise) were offered or given by the Vendor or any agent of DTCC with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, DTCC may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which DTCC makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

- b. In the event this contract is terminated pursuant to subparagraph "a", DTCC shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of DTCC.

### **31. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

### **32. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to DTCC, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official DTCC representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of DTCC or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to DTCC for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

### **33. CONTRACT DOCUMENTS**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by DTCC of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal

- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

### **34. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the Agency.

### **35. NOTICE**

Any notice to DTCC required under the contract shall be sent by registered mail to:

**Dr. Valencia “Lynn” Beaty**  
**Delaware Technical and Community College, Office of the President**  
**100 Campus Drive, Dover, Delaware 19904**  
[vbeaty@dtcc.edu](mailto:vbeaty@dtcc.edu)  
(302) 857-1661

### **36. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

DTCC reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to DTCC with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of DTCC.

DTCC will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to DTCC of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use DTCC's logo or imply preference for the solution or goods provided.

## **C. AWARD AND EXECUTION OF CONTRACT**

### **1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of DTCC will be promoted thereby.

### **2. MATERIAL GUARANTY**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

### **3. AWARD OF CONTRACT**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

**5. WARRANTY**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, State, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

**V. PROPOSAL REPLY SECTION**

DTCC FLEXIBLE BENEFITS PLAN Contract No. DTCC18008-CWFLEXBENE

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number by January 23, 2019, 1:00pm Eastern Standard Time and bids will be opened at 3:00pm in the Board Room, Office of the President, Delaware Technical and Community College, 100 Campus Drive, Dover, Delaware 19904.

**NO MANDATORY PRE-BID MEETING**

**Proposals must be mailed to:**

**Dr. Valencia “Lynn” Beaty  
Delaware Technical and Community College, Office of the President  
100 Campus Drive, Dover, Delaware 19904**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

**ATTACHMENTS**

The following attachments are required to be included in the final submission package.

**NO PROPOSAL REPLY FORM**

DTCC FLEXIBLE BENEFITS PLAN Contract No. DTCC18008-CWFLEXBENE

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, DTCC their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to DTCC. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

DTCC FLEXIBLE BENEFITS PLAN Contract No. DTCC18008-CWFLEXBENE  
**DEADLINE TO RESPOND: January 23, 2019 at 1:00 PM (local time)**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to DTCC.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with DTCC.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ State OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





### PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided, and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how DTCC evaluates and scores the vendor proposal.
3. A completed Bid Pricing Form as provided in Appendix B.

**Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.**

4. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
5. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (Attachment 4) – please check if no information is deemed confidential – Form must be included.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

### PROPOSAL REPLY REQUIREMENTS (CONT'D)

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. **3** paper copies of the vendor proposal paperwork.
2. **1** electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from.

## **Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS**

### GENERAL

Delaware Technical & Community College currently makes a Flexible Benefits Plan available to its approximate 1003 eligible employees. Programs offered by this Plan are: Group Life and Accidental Death and Dismemberment (AD&D) Insurance, Vision Insurance and Dental Insurance. The College makes certain funds available to each employee to be applied towards benefits offered by DTCC of Delaware as well as the College. Under our current programs, employees must choose to participate in two or more of these coverage plans. Payroll deductions are utilized to collect the balance of any premium due for selected coverages over and above the sum provided by the college. Group health insurance is also provided to eligible employees under existing separate programs, partially/fully funded by the College. Employees' Social Security numbers shall not be used as ID numbers by the successful vendor; College generated ID numbers will be used instead.

### OBJECTIVES

The objectives the College would like to meet include reducing benefit costs, continuing to receive high quality claims administration and customer service, and obtaining rate guarantees while maintaining, at a minimum, the current benefit levels. Currently, Metropolitan Life Insurance Company fully insures the Group Life and AD&D Insurances and the Dental Insurance. Vision Benefits of America fully insures the Vision Insurance.

### TERM OF CONTRACT

Coverage will be effective July 1, 2019 and will cover an initial period of two (2) years. After the initial period, renewals will be on an annual basis. Contracts may be terminated by either party with at least six (6) months written notice or by the policyholder refusing to agree upon renewal rates or policy conditions within seventy-five (75) days of renewal.

### RATES

Quoted rates will be in effect for a period of two (2) years. Subsequent to the initial period, renewal rates must be submitted to the policyholder four (4) months prior to the effective date of the renewal policy and will be in effect for one (1) year. You must provide supporting data indicating how your rates are calculated. We have provided our Rate History for your consideration.

### MONTHLY CLAIMS REPORTS AND DATA

All awarded Vendors, on or before the 15<sup>th</sup> of each month of the contract term, shall provide to DTCC claims reports and data consisting of the number and amounts of claims paid by the Vendor during the previous month in sufficient detail to the reasonable satisfaction of DTCC. The monthly claims reports and data shall include an index of current service codes with explanations and an itemized claims paid data for the services rendered. Vendor may redact any and all personal data from the monthly claims report and data.

**RISK**

Involved are instructional, support, and administrative personnel of a technical and community college operating at five college locations (four campus locations and one administrative office) in Delaware.

**CURRENT PARTICIPATION**

**Due to the cafeteria-style plan currently in effect, we are unable to determine exactly which benefits will be selected by each employee. Current participation is as follows:**

LIFE INSURANCE COVERAGE AMOUNT				
10,000	50,000	1 X Annual Salary	2 X Annual Salary	No Coverage
28	99	149	554	173

DENTAL & VISION INSURANCE PARTICIPATON					
Type of Insurance	Employee	Employee & Spouse	Employee & Dependents	Family	No Coverage
Dental	307	158	160	199	179
Vision	337	196	141	233	96

**BIDDERS**

Bids will be accepted for Life and AD&D Insurances, Dental Insurance, and Vision Insurance from companies licensed and authorized in the State of Delaware to transact the type of business for which they are quoting. Provide us with:

- (a) your volume and experience in this type of group coverage.
- (b) your Best's ratings.
- (c) the names and phone numbers of individuals employed by your insureds whom we may contact for references (as service will be a factor in the awarding of this contract).
- (d) a detailed description of the administrative and claims services that will be provided.
- (e) specimens of benefit brochures that will be provided to our employees
- (f) any administrative reports that we will receive.
- (g) the administrative functions we will be expected to perform.

All bidders will be required to complete the attached "Non-Collusion Statement."

Any deviation from current coverage plans must be highlighted in the proposal. It is the intent of the College that no employee will lose any coverage as a result of a change in carriers or in policies.

ADDITIONAL REQUIREMENTS

COBRA

New vendors will be required to cover current COBRA participants. Advise how your company handles qualified COBRA beneficiaries.

HIPAA

Describe how your company complies with HIPAA requirements.

OPEN ENROLLMENT

Include in your proposal a description of how you would handle the enrollment, which will take place in May, 2019.

ELIGIBLE EMPLOYEES

All regular, full-time employees and temporary, full-time employees who are employed in a position which is, or is expected to be, continuing in nature for at least nine (9) months or more during a period of twelve (12) consecutive months shall be eligible for coverage. The insurer will assist the College in implementing any change in this policy which may be adopted to comply with changes in state or federal law including, but not limited to, reopening the enrollment period without penalty.

DEPENDENTS

Dependents must be eligible and shall consist of spouses and dependents up to the end of the month in which they reach the age of 26.

WAITING PERIOD

Currently there is a three (3) full month waiting period for any eligible employees with payroll deductions beginning in the second bi-weekly check of the fourth month. Coverage will be effective at the beginning of the fourth month. The insurer will assist the College in implementing any change in this policy which may be adopted to comply with changes in state or federal law including, but not limited to, reopening the enrollment period without penalty.

GROUP REOPENING

In the spring of each year there shall be a general reopening at which time employees will be allowed to change their Flexible Benefit Plan coverages. Unless there is a change in an employee's dependent status or an employee loses coverage through another carrier/policy, no decrease/increase in dependent coverage or coverage additions may occur until the annual reopening period.

COORDINATION OF BENEFITS

A Coordination of Benefits clause shall be included that states when a subscriber is covered by more than one carrier, he or she is entitled to recover up to 100% of the charges for services which are covered in full or in part but the total payment by both carriers cannot exceed 100% of the cost of the charges.

ACTIVELY AT WORK

Coverages will be subject to an actively at work clause except where there is a renewal and an employee is renewing an existing coverage. In the event there is a dispute between the prior and renewal carriers regarding the payment of a claim, the renewal carrier will be responsible for the claim. It is the intent of the College that no employee will lose any coverage as a result of a change in carriers or in policies.

PRE-EXISTING CONDITIONS

Bidders are precluded from including pre-existing conditions exclusions in their policies. The takeover will be on a no-loss basis. No person will lose coverage because of a change in vendors.

LEAVE OF ABSENCE

An eligible employee on an approved leave of absence may continue to be insured under these coverages for a period of one (1) year. In the event the leave is an unpaid leave of absence, coverage will be contingent upon the employee's timely payment of premiums to the College.

PREMIUM PAYMENTS

In compliance with the State of Delaware's Human Resources and Payroll System, the College will make payments on a monthly basis no later than the end of the month following the coverage month.

TERMINATION OF COVERAGE

Coverage will terminate at the end of the month in which the employee is terminated, resigns or retires or at termination of the contract. Employees who are terminated after they have been employed for a full year (or full school year) will have coverage reinstated immediately if they return to full-time Delaware Tech employment (benefit eligible) within 24 months of termination.

PARTICIPATION REQUIREMENTS

Your proposal must set forth by coverage any participation requirements you may have that would apply to either the initial enrollment or subsequent reopening enrollments.

PROPOSALS

Delaware Technical and Community College

Bids should be for the individual programs you are proposing to offer. In the event you are awarded more than one program, indicate whether there will be a price reduction due to lower administrative expenses and if so, the amount of the reduction.

Bids should be set forth on the attached Proposal Form.

SPECIMEN POLICIES

For all coverages on which you are quoting, submit copies of specimen policies including terms, conditions, and exclusions.

SPECIFIC LINES OF COVERAGE

GROUP TERM LIFE INSURANCE

- Provide a fully insured group term life insurance benefit in the amount of 1 times or 2 times annual base earnings for eligible employees or limit coverage to \$50,000 up to and including age 65. All eligible employees are eligible for a minimum of \$10,000 of coverage. The maximum amount of coverage shall be \$250,000. The amount of coverage will be rounded to the next highest thousand-dollar increment and then multiplied by 1 or 2. The amount of coverage to be provided to employees over age 65 will be limited to the following percentages by age bracket:

65% - age 65 through 69

50% - age 70 and above

- This benefit shall contain a Disability Waiver of Premium Provision.
- In the event the College wishes to include Accidental Death and Dismemberment provisions in the coverages, provide us with a quotation for coverage in an amount equal to the Group Term Life Insurance Benefit.

## DENTAL INSURANCE

**Provide a fully insured group dental insurance program for the various types of services listed below. We are requesting proposals for two dental programs (one or both programs with the same vendor may be selected). They are:**

**PROGRAM A: This plan shall cover the services shown below at the corresponding percentages of Usual, Customary, and Reasonable charges as defined herein.**

**PROGRAM B: This plan shall cover the services shown below at the corresponding percentages of current Usual, Customary, and Reasonable charges for the New Castle County area of Delaware with the Basic and Major services frozen to create a fixed rate schedule benefit amount.**

### **I. Preventative – payable at 100%**

1. Oral Examinations (once every - 5 months) It is currently 5 months but with most carriers 6 months - Not what booklet reads
2. Dental X-Ray
3. Tests and Lab Examinations
4. Topical Application of Fluoride-Children under 19 years of age.
5. Prophylaxis

### **II. Basic – payable at 80%**

1. Emergency Treatment
2. Fillings
3. Extractions
4. Anesthesia
5. Endodontics
6. Periodontics
7. Space Management
8. Prosthodontic Repairs

### **III. Major – payable at 50%**

1. Crowns
2. Bridges
3. Dentures – denture replacement currently every 5 years – most plans are 10 years – booklet not correct

### **IV. Orthodontic (Include employee/adult) – payable at 50% of UCR**

1. Models and X-Rays for Diagnosis
2. Initial Installment of Appliances
3. Retention Treatment

Yearly maximum per insured is \$1,750, except for orthodontics, which is \$1,250 lifetime maximum per individual.

**Deductible:** None

**Usual, Customary, and Reasonable - Definitions**

**Usual --The fee that an individual dentist most frequently charges his patients for the procedure that is performed.**

**Customary--The fee within the accepted range of usual fee charges and received by dentists with similar training for the same service in a given geographic area classification for the procedure performed.**

**Reasonable--The fee that differs from the usual and customary because of unusual circumstances involving dental complications which require additional time, skill, and experience.**

**VISION COVERAGE**

**Provide a fully insured group vision insurance program for the various types of services listed below.**

This program provides a vision benefit that will allow for a frequency of utilization of once every 12 months for exams, lenses and frames. Frames may not be purchased in the same 12-month period in which contact lenses are purchased. Benefits are as follows:

	<u>Member Doctor</u>	OR	<u>Non-member Doctor</u>
Vision Testing Examinations	100%		\$ 50.00
Frames*	100% *		40.00
Lenses - Single	100%		25.00 pr.
- Bifocal	100%		30.00 pr.
- Blended Bifocal	100%		30.00 pr.
- Trifocal	100%		35.00 pr.
- Progressives*****	Partially Covered/Controlled Cost		35.00 pr
- Lenticular Lenses, up to	100%		40.00 pr.
-Polycarbonate***	100%		35.00 pr
Scratch Coad	100%		40.00 pr

**OR**

Contact Lenses - (In lieu of all other benefits for the benefit period - the \$150.00 is the total amount employees will receive for exam and contact lens cost.)

In lieu of glasses	\$ 150.00 pr.	\$150.00 pr.
If medically required	UCR **	\$200.00 pr.

\*Within the program's \$50 wholesale allowance (approximately \$125-\$150 retail)

\*\*Usual, Customary, and Reasonable as determined by insurer.

Delaware Technical and Community College

Currently, dependent coverage is available under this program. Eligible dependents may also include covered participant's spouse and unmarried dependent children who have not attained the end of their 26<sup>th</sup> birthday month.

Notes for Vision

- 1.) \$0 co-pay
- 2.) Polycarbs covered for dependents under 19
- 3.) '1' Yr. Scratch Protection Warranty
- 4.) Progressives -- 'partially covered & controlled cost'
- 5.) Contacts -- \$150 Global allowance (applied to exam, fit/eval & materials)

**Upon request for interested bidders, DTCC may share census data (including salary information and demographics), experience data, and current coverage information (including rates for existing lines) with interested bidders. All such requests for information shall be submitted on or before the deadline to submit questions on January 9, 2019.**

**Appendix B – PRICING FORMS**

PROPOSAL FORM  
DELAWARE TECHNICAL & COMMUNITY COLLEGE  
Employee Flexible Benefits Plan  
Group Term Life & AD& D Insurances,  
Dental Insurance and Vision Insurance

Total cost to provide insurance in the categories listed as per the Bid Conditions and Specifications to Bidders.  
All monthly costs must be in even cents:

**I. Group Term Life and Accidental Death & Dismemberment Insurance**

- A. Monthly rate per thousand dollars of Life Insurance Coverage \$ \_\_\_\_\_
  
- Monthly rate per thousand dollars of Accidental Death & Dismemberment Insurance Coverage \$ \_\_\_\_\_

**II. Group Dental Insurance – Monthly Rates**

**PROGRAM A (Usual, Customary and Reasonable Rate Benefits)**

- A. Employee \$ \_\_\_\_\_
- B. Employee & Spouse \$ \_\_\_\_\_
- C. Employee & Dependents \$ \_\_\_\_\_
- D. Family \$ \_\_\_\_\_

**PROGRAM B (Fixed Rate Schedule Benefits)**

- A. Employee \$ \_\_\_\_\_
- B. Employee & Spouse \$ \_\_\_\_\_
- C. Employee & Dependents \$ \_\_\_\_\_
- D. Family \$ \_\_\_\_\_

**III. Group Vision Insurance – Monthly Rates**

**PROGRAM A (Usual, Customary and Reasonable Rate Benefits)**

- E. Employee \$ \_\_\_\_\_
- F. Employee & Spouse \$ \_\_\_\_\_
- G. Employee & Dependents \$ \_\_\_\_\_
- H. Family \$ \_\_\_\_\_

**PROGRAM B (Fixed Rate Schedule Benefits)**

- E. Employee \$ \_\_\_\_\_
- F. Employee & Spouse \$ \_\_\_\_\_
- G. Employee & Dependents \$ \_\_\_\_\_
- H. Family \$ \_\_\_\_\_

Delaware Technical and Community College

Proposal Sheet submitted by:

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_