



December 10, 2021

TO: ALL POTENTIAL VENDORS

FROM: Ms. Janis C. Beach
Assistant Vice President for Human Resources, Office of the President,
Delaware Technical Community College

SUBJECT: ADDENDUM TO INVITATION TO BID NO. DTCC21301-FLEXBENEFIT

The purpose of this addendum is to respond to questions asked during the Q and A period.

Questions and Answers

Question number 1: Can you please provide an updated census with the information listed below?
For the census it must be in excel and contain the following Columns:

1. Name (first name, last name separate columns) OR an ID number or random number - [We will not provide this information.](#)
2. Date of Birth – [Provided in the census](#)
3. Date of Hire – [Provided in the census](#)
4. Gender – [Provided in the census](#)
5. Home Zip Code – [Provided in the census](#)
6. Annual Salary – [Provided in the census](#)
7. Occupation – [Provided in the census](#)
8. Enrollment tier for dental
 - a. E/O – Employee Only – [Provided in the census](#)
 - b. E/S – Employee Spouse – [Provided in the census](#)
 - c. E/C – Employee Dependent Child(ren) – [Provided in the census](#)
 - d. E/F – Employee, Spouse and dependent child(ren) – [Provided in the census](#)
 - e. Waived – not taking any coverage – [Provided in the census](#)
9. Enrolled in Life **Yes or No** – [Provided in the census](#)
10. Life Plan – [Provided in the census](#)
 - a. \$10k – [Provided in the census](#)
 - b. \$50k – [Provided in the census](#)
 - c. 1x BAE – [Provided in the census](#)
 - d. 2x BAE – [Provided in the census](#)
 - e. Waived – [Provided in the census](#)
11. Enrollment tier for vision

- a. **E/O** – Employee Only – Provided in the census
 - b. **E/S** – Employee Spouse – Provided in the census
 - c. **E/C** – Employee Dependent Child(ren) – Provided in the census
 - d. **E/F** – Employee, Spouse and dependent child(ren) – Provided in the census
 - e. **Waived** – not taking any coverage – Provided in the census
10. Status of Employee:
- a. **Full Time** – Provided in the census
 - b. **Part Time** – part time employees are not eligible for DTCC Flexi Benefits
 - c. **COBRA** – not part of the census – we have 4 employees currently on COBRA for dental and 6 employees on COBRA for vision.

Delaware Technical and Community College (“Delaware Tech” or “DTCC”) will provide certain census data to any vendor that submitted questions through the RFP process by December 3, 2021. Vendors must contact Janis C. Beach, janis.beach@dtcc.edu, no later than Tuesday, December 14 at 12:00 p.m. to obtain this data. The subject line of the email should include the RFP number. The vendor will need to sign the attached confidentiality agreement and be a qualified potential vendor as determined by Delaware Tech and their sole discretion. The census data will be sent through encrypted email. Negotiations on the confidentiality agreement will not be entertained due to the time constraints of this RFP.

Question number 2: Can you re-confirm that all plans life, dental and vision are contributed to by both the employer and the employees?

All eligible Delaware Tech employees receive \$125 of flexible spending credits monthly. These credits are applied to the premium for the DTCC Flexi Benefits plans for which they are enrolled. If there is money available after these premiums are covered, the remainder is applied to their portion of the health insurance plan. If their monthly premiums exceed the \$125 credit, the employee covers the balance.

Question number 3: What is the contribution percentage or dollar amount by the employer for each plan dental, vision and life by plan and tier?

Delaware Tech provides each employee with \$125 of flexible spending credits monthly to offset the premium costs for these benefits.

Question number 4: Current rates for vision being charged today by tier?

- Employee only \$5.76
- Employee & Dependent \$10.27
- Employee & Spouse \$11.17
- Family \$15.68

Question number 5: Extension of the deadline from 12/17 to 01/17, last public RFP wasn’t due until mid-January, with answers to questions coming out on 12/10, this leaves just 7 calendar days for a carrier to quote and provide everything back in time for USI to print and pull together for delivery the morning of 12/17?

We are unable to grant an extension as we wish to close this bid before the College closes for winter break on December 18, 2021.

Question number 6: Claims experience for the vision.

Our benefits team and our employees have not experienced any concerns with our current provider.

Question number 7: Vision frequency is not on the plan summary. For example 12/12/12, – exam every 12 months, frames every 12 months and lenses every 12 months.

Our current vision frequency for exams, lenses, and frames is every 12 months.

Question number 8: How many active participants are enrolled in the Flexible Spending Account, Dependent Care FSA and Commuter benefits?

We do not offer these benefits currently as part of the DTCC Flexible Benefit option. This is not part of this RFP. These benefits are offered through the State of Delaware.

Question number 9: How many participants are active and enrolled in COBRA?

There are 10 employees actively enrolled in COBRA.

Question number 10: Specific to COBRA, how many new hires and terminated employees has DTCC had in 2021? How many do you anticipate in 2022?

DTCC would not carry newly hired employees on COBRA. They would be carried by their former employer. In 2021 we had 4 terminated employees carry dental COBRA and 6 terminated employees carry vision COBRA. We do not have an anticipated number for 2022.

Question number 11: Is DTCC currently working with a broker or consultant for the solicitation, and if so, who?

Delaware Tech is not currently working with a broker or consultant for this RFP solicitation.

Question number 12: What HRIS and/or payroll system is currently in place?

The College is an agency of the State of Delaware and the payroll and employee records are maintained through the State's PHRST system.

Question number 13: What are the current FSA, Dependent Care FSA, and Commuter administrative fees that DTCC is paying? Can you please afford a detailed breakdown of all fees?

These are not part of our DTCC Flexible Benefit options and not part of this RFP. These benefits are offered through the State of Delaware.

Question number 14: What are your current banking arrangements (i.e. per pay period, per claim request, zero balance, etc.)? What is the preferred banking arrangement?

We require a monthly invoice which we will reconcile internally for accuracy and mail a check to each vendor based on our reconciliation. Our payroll operates on a lag pay, which means we require a grace period for our reconciliation process and payment. We also require grace during our fiscal year change over for reconciliation of new employee benefit selections that were made during the open enrollment period.

Question number 15: What is the current vendor's claims turnaround time?

We are not sure which vendor you are referencing and turnaround times vary. We are not currently experiencing any issues with our vendors or their claims processing.

Question number 16: Do you currently have a Runout or Grace Period? If so, will the current vendor continue to provide administration service for the Runout or Grace Period?

We have a 60-day grace period for payment to our providers as part of our current contract and we will require the same in the future.

Question number 17: What date will this contract be awarded?

The start date for these new contracts will be July 1, 2022. We hope to notify the vendors of our decision no later than the end of April 2022.

Question number 18: What enhancements does DTCC desire? Are there any previous and/or existing servicing issues?

We are open to any new benefits that we can offer our employees within reason and considering the cost.

We are not experiencing any servicing issues. We typically go through the RFP process every three years.

Question number 19: Will a census of all active employees be provided?

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Question number 20: Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS, first paragraph, page 43 = I do not see any mention of a request for network information such as a Geo Access report. Is this something that should be included?

While we did not request this information, we will gladly accept this information as it would be helpful for our review and our employees.

Question number 21: Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS, first paragraph, page 43 = I do not see a mention of a formal questionnaire that needs to be completed. I would just like to confirm that this is the case and that there is no formal questionnaire to be completed and returned?

There is no formal questionnaire requested or required.

Question number 22: Appendix C Pricing Forms, Page 52, Section III – Group Vision Insurance – Monthly Rates = can I please have clarification the difference in the request for PROGRAM A (Usual, Customary and Reasonable Rate Benefits) and PROGRAM B (Fixed Rate Schedule Benefits)? As the current vendor the group currently has just one set of fully insured rates.

Currently, Delaware Tech is only offering employees Fixed Rate Schedule through the current vendor, but we have received previous proposals through prior RFP processes for Usual, Customary and Reasonable Rates based on the geographic area of our employees. We will consider both types of proposals.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("**Agreement**") made this ____ day of _____, 2021, by and between Delaware Technical and Community College ("**DTCC**"), an institution of higher education and state agency existing under the laws of the State of Delaware located at 100 Campus Drive, Dover, Delaware 19904, and _____ ("**Recipient**"), an organization having an address of _____.

WHEREAS, the Recipient is seeking additional information to aid in their preparation of a potential proposal to DTCC in response to DTCC's Request for Proposals DTCC21301-FLEXBENI ("**RFP**"); and

WHEREAS, the materials requested by the Recipient contains certain confidential information ("**Confidential Information**") and Personally Identifiable Information ("**College PII**") relating to college processes and employees and retirees of DTCC; and

WHEREAS, the Recipient, for themselves, their agents, employees, employers, contractors, third party consultants, and any other person or entity receiving the information from Recipients ("**Representatives**"), agree to keep confidential and protect the Confidential Information and College PII that DTCC discloses to it.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. "**Confidential Information**" means all information owned by DTCC, or any of DTCC's affiliates, that is associated with either DTCC or the RFP which is confidential in nature and is not generally available to the public, whether disclosed orally, in writing, or otherwise. Confidential Information shall include, but is not limited to, financial information, trade secrets, methods of operating, marketing information, legal information, business plans, financial projections, forecasts, estimates, research, development, ideas and all other technical, financial data, business data and technology. "**College PII**" means information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) a method by which DTCC or others identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, salary, geographic indicator, and other descriptors. Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information.) Confidential Information does not include information that (a) is or becomes publicly available other than as a result of a breach of this Agreement; (b) was developed independently by the Recipient, by itself or through a third party, without the use of Confidential Information provided by the DTCC; (c) was in possession of Recipient at the time of disclosure and was not acquired under a duty of confidentiality; or (d) is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed.

2. Any information regarding the RFP that is provided by DTCC to Recipient, whether in writing or by oral or visual disclosures, shall be presumed to be Confidential Information and College PII, unless such information is noted as not being such or is made available to the Recipient at a public meeting.

3. Recipient agrees to hold and protect all Confidential Information and College PII until its return or destruction pursuant to Section 5 in the strictest confidence, and not disclose, communicate or divulge the same to any other person, firm or corporation, except as provided in this Agreement. Recipient agrees to use the Confidential Information and College PII only in furtherance of developing a response to the RFP and for no other purpose and will not directly or indirectly, use, develop, prepare, advise, enter into or perform, as applicable, any products, ideas, services, business plans, proposals, agreements, studies and the like for itself or for others, or assist any third party in so doing, if such is based in full or in part on any Confidential Information or College PII made available herein.

4. Confidential Information and College PII may be disclosed only to the Recipient's Representatives who need to know such information in order for Recipient to effectively support preparing a response to the RFP, provided that any disclosure of Confidential Information or College PII to a Representative shall not occur unless the Representative executes a written Confidentiality Agreement, in the form of this Agreement. The Recipient shall take reasonable actions to prevent any breach of this Agreement by any of its Representatives and agrees to report any suspected breach of this Agreement by any of its Representatives promptly to DTCC (in the case of a disclosure that is known or discovered by Recipient).

5. All Confidential Information and College PII shall remain the property of DTCC. After the submission on an RFP proposal, or after the advertised deadline has passed to do so, all Confidential Information or College PII of any form or kind provided by DTCC to Recipient in written or electronic format (and all copies thereof) shall be immediately be destroyed, and no copy thereof shall be retained.

6. Recipient acknowledges and agrees that (a) the Confidential Information and College PII constitutes economically valuable property of DTCC; (b) the restrictions contained herein are reasonable and necessary and any violation of any of the provisions hereof will result in irreparable injury to DTCC and others and would not be compensable by money damages alone; (c) upon a showing of breach or threatened breach, DTCC shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages; (d) DTCC shall have the right to collect any and all costs and expenses incurred in enforcing this Agreement from Recipient, including without limitation reasonable attorney's fees, and (e) DTCC shall be indemnified by the Recipient for any losses suffered by DTCC as the result of any breach of the terms of this Agreement by any Recipient or their Representatives. The foregoing rights and remedies of DTCC are not intended to be exclusive, but shall be cumulative and in addition to any other rights or remedies to which DTCC may be entitled. No delay or omission by DTCC in exercising any right or remedy hereunder, or existing at law or in equity, shall be construed as a waiver thereof.

7. The parties agree that this Agreement shall be governed by and construed pursuant to the laws of the State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this Agreement. Furthermore, Recipient hereby agrees to accept service of process in any civil action arising out of this Agreement as set forth in Title 10, Chapter 31 of the Delaware Code, including but not limited to, by any form of certified mail addressed to Recipient.

8. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto as well as their respective successors and assigns.

9. This Agreement contains the entire agreement among the parties respecting its subject matter. No change, amendment, alteration or addition to, or termination of, any provisions herein shall be binding on any party unless in writing and signed by the parties hereto.

10. This agreement may be executed electronically through the use of any program that meets the requirements of the Delaware Uniform Electronic Transactions Act, or other applicable law, or in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

11. If any term or provision of this Agreement shall be, in whole or in part, unenforceable, the remainder of this Agreement shall be unaffected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Upon a determination that any term or provision is invalid, illegal or unenforceable, a court having jurisdiction may modify this Agreement to effect the original intent of the parties as closely as possible in order that the Recipient's confidentiality obligations hereby are enforced as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confidentiality and Non-Disclosure Agreement on the day and year first above written.

DELAWARE TECHNICAL AND COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

RECIPIENT [COMPANY NAME]

By: _____

Name: _____

Title: _____