REQUEST FOR PROPOSALS
EMPLOYEE BENEFITS INSURANCE BROKER
AND
CONSULTING SERVICES

RFP#17-10

North Idaho College
Office of Finance and Business Affairs
Lee Kildow Hall 111
1000 West Garden Avenue
Coeur d’Alene, ID 83814
(208) 769-3340

Issue Date: October 7, 2016
Submittal Due Date: November 14, 2016
REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES

I. INTRODUCTION

A. PURPOSE
The purpose of this Request for Proposals (RFP) is to solicit offers from qualified insurance brokers to provide brokerage and consulting services to North Idaho College (“NIC” or “College”) in support of the College’s employee health and benefits programs. Such services will include, but not be limited to the: (1) reviewing and advising on appropriate insurance coverage, vendor contracts and evidence of coverage; (2) placement and management of insurance plans and services, including implementation and migration of plans; (3) issuance of requests for proposals, as required; (4) providing of benefits customer support and employee support services; (5) participating in benefits committee and review meetings; (6) coordinating with other College benefits service providers, acting as a liaison and an advocate for the College with insurance companies; (7) developing and producing communications materials; (8) strategizing and assisting with an ongoing wellness program; and (9) advising the College on current and future federal, state and local mandated regulations.

The benefit programs include group medical, dental, vision and life/accidental death and dismemberment (AD&D) insurance (including basic and voluntary coverage), STD/LTD, flexible spending accounts (FSAs), health reimbursement arrangement (HRA), a robust wellness program, COBRA administration, and an employee assistance program.

B. BACKGROUND
Established in 1933, North Idaho College is a two-year comprehensive public community college located in the city of Coeur d’Alene, Idaho. In 2015, approximately 7,362 students were enrolled in for-credit courses and 4,625 students participated in non-credit courses and workforce training programs. The College employs over 1,200 individuals in both full-time, benefit eligible and part-time, non-benefit eligible capacities.

The College has an annual general fund budget in excess of $45 million with employee benefits comprising a significant annual expenditure. NIC currently offers two Regence BlueShield PPO plans for employees with varying deductible levels; one traditional dental plan through Delta Dental of Idaho and one prepaid DMO plan through Willamette Dental; a Vision Service Plan; and a basic life/voluntary life and accidental death and dismemberment (AD&D) term insurance plan. Also offered are short term and long term disability insurance as well as flexible spending accounts for healthcare and dependent care. Finally, the College sponsors an employee assistance program (EAP) and robust wellness plan tied to an HRA. All plans are based on the college fiscal year.

Approximately 435 full-time employees and their dependents are enrolled in one or more College-sponsored benefit plans. The College makes contributions for all medical, dental, vision plans, basic life and AD&D, long and short term disability as well as toward EAP. Open enrollment documents have been included with this RFP and include the College’s contributions for health plans.

The College currently contracts with a third party administrator for COBRA Services as well as for wellness program administration.
For additional information on the College's current health and welfare benefit programs and the scope of work for the selected broker/consultant, please see attached open enrollment materials for plan year, July 1, 2016 to June 30, 2017 and Exhibit A of this RFP.

II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE
Issued: October 7, 2016
Written Questions Due: November 8, 2016
Submittal: November 14, 2016, 4:00 p.m. PST

B. WRITTEN QUESTIONS
Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing and received by NIC no later than 4:00 p.m., November 8, 2016. Written questions are to be: (1) mailed to the Director of Human Resources, Erin Norvell, at the address shown below for proposal submittal, or (2) e-mailed to enorvell@nic.edu with the email subject reading Request for Proposal for Broker and Consulting Services

The College shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

C. PROPOSAL SUBMITTAL

1. General
Proposals must be received by 4:00 p.m., November 14, 2016. Any proposal received after this date and time, may, at the sole discretion of the College, be returned or set aside without consideration. It is the practice of the College not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. NIC shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the College was the sole cause of the late receipt.

The College intends that all proposals, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of proposals. However, the College shall not be liable for damages alleged to arise from, nor accept as the basis for protest of a contract award, the circumstance where the College inadvertently opens a proposal prior to the deadline.

2. Method of Submittal
The proposal may be submitted in paper form in a sealed envelope marked “Proposal—RFP #17-10 and delivered to: North Idaho College, Office of Finance and Business Affairs LKH #111, 1000 West Garden Avenue, Coeur d’ Alene, ID 83814. Attention: Carol Jones.

Proposals may be mailed, sent by private carrier or delivered in person during normal business hours, which are 7:30 a.m. to 5:00 p.m., Monday through Thursday and 7:30 a.m. to 2:30 p.m. Friday. Faxed copies will not be accepted. The Proposer shall include one original hardcopy and one digital/electronic pdf file.
III. GENERAL INSTRUCTIONS

A. COLLEGE CONTACT PERSON
Erin Norvell
Director of Human Resources
North Idaho College
1000 West Garden Avenue
Coeur d’Alene, ID 83814
(208) 769-3272

B. ORAL COMMUNICATIONS
Any oral communications by the College’s Contact Person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the College, Proposer or Contractor.

C. CHANGES TO RFP
If it is necessary to make material changes to the RFP, the College will mail, fax or e-mail written RFP addenda to all recipients of record of the original RFP and/or post such addenda on the College’s Website. Recipients of record are those parties that obtained a copy of the RFP directly from the College. It shall be the responsibility of the Proposer to inquire of the College as to any addenda issued. All addenda issued shall become part of the RFP.

D. JOINT OFFERS / SUBCONTRACTORS
Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, NIC intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a subcontractor (including intermediary or wholesaler) is to be used, that fact must be disclosed in the proposal, together with the name of each subcontractor, method of compensation to subcontractor, and its duties in relation to the scope of work.

E. EXCEPTIONS / DEVIATIONS
Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Standard Agreement, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations,” as instructed below in section IV.

F. PRE-CONTRACTUAL EXPENSES
The College shall not be liable for pre-contractual expenses incurred by the Proposer in the preparation of its proposal and Proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its offer to the College; (2) negotiate with the College on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit the College to award a contract. NIC reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFP.
G. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS
A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the College a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the College and not withdrawn becomes an irrevocable offer available for acceptance by the College immediately and for ninety (90) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

H. DISPOSITION OF PROPOSALS
All materials submitted in response to this RFP become the property of the College and become public records after the award of contract, except for information identified and labeled confidential by the Proposer as being proprietary and constituting a trade secret as defined by Idaho Code 9-340D(1).

I. IMMATERIAL DEFECTS IN PROPOSAL
The College may waive any immaterial deviation or defect in a proposal. The College’s waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

J. TERM OF AGREEMENT
The term of this agreement shall be two (2) years, commencing upon the date of execution by the College. The term of this agreement may, if mutually agreed upon in writing, be extended by two (2) year increments for a total of six (6) years, provided written notice of each extension is given to the provider at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

IV. PROPOSAL FORMAT AND CONTENT

A. GENERAL
Proposals are to be submitted in 8½” x 11” size, typed and, if submitted in paper form, bound with a simple method of fastening. A digital pdf file is required to be submitted with the hardcopy. The digital file may be submitted on a CD or flash drive. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding appendices, if any. Proposers should use the following outline in organizing the contents of their proposals.

B. COVER LETTER
The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals;
- Signature of a person authorized to bind the offering firm to the terms of the
C. TABLE OF CONTENTS
Immediately following the introduction and cover letter, insert a complete table of contents for material included in the proposal, including page numbers.

D. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Overview: This section should establish the ability of the Proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer.

2. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer’s ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

3. Describe your firm’s most noteworthy qualifications for providing the required services to the College. Specifically highlight those qualifications that distinguish you from your competitors.

4. Identify at least four (4) current clients NIC may contact as references and who can independently evaluate the Proposer’s expertise in this area. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.

5. Identify all lost or terminated accounts within the past three years. For each account, identify the account’s line of business, describe the services your firm provided, and state the reasons for the end of your working relationship.

6. Describe other lines of business in which your firm is engaged.

7. If your organization is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.

8. Describe your firm’s policy on accepting contingent commissions, or any other sources of income, revenue, consideration, compensation or overrides, in connection with services provided to your clients. Describe your firm’s disclosure policy.

9. Disclose any existing or potential conflicts of interest between the scope of work required by the College and your firm’s other business activities.

10. Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.
E. STAFFING AND PROJECT ORGANIZATION

1. Overview: This section should discuss the staff who would be assigned to service the College’s account, their projected levels of work, and their reporting relationships.

2. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, current job functions (including other accounts to which they are committed), proposed roles on the NIC account team, and office location(s). Designate a principal of the firm who would be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

3. If more than two people will be assigned to NIC’s project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

4. Estimate the number of hours to be devoted to the NIC account by each key personnel member.

F. WORK PLAN / TECHNICAL APPROACH

1. Overview: This section should establish the Proposer’s understanding of the College’s objectives and requirements, demonstrate the Proposer’s ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.

2. Describe succinctly how your firm would accomplish the work and satisfy the College’s objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.

3. Attach as an appendix a sample insurance renewal proposal your firm prepared for a client of the size and complexity of the College. You may de-identify the client and otherwise exclude information deemed proprietary to the client.

G. FEE

1. Overview: This section should disclose all charges to be assessed the College for the Scope of Work.

2. Quote an annual total fixed flat fee for completing all requirements outlined in the Scope of Work.

3. For all services requested in the Scope of Work, quote an annual flat fee for each the two initial years. The annual total fixed fees shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

4. The broker/consultant’s only permitted source of income, revenue or compensation earned or received in connection with the College’s account is the annual total fixed flat fee paid by the College. Any other source of income, revenue, consideration, or
compensation, including, but not limited to, commissions and overrides received by the broker/consultant in connection with the College’s account, must be disclosed and either remitted to the College or subtracted from the fee receivable from the College.

H. EXCEPTIONS / DEVIATIONS
State any exceptions to or deviations from the requirements of this RFP. If you wish to present alternative approaches to meet the College’s work requirements, these should be thoroughly explained.

I. APPENDICES

1. Furnish as appendices those supporting documents (e.g., staff bios/resumes) requested in the preceding instructions.

2. Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

V. PROPOSAL EVALUATION AND AWARD

A. GENERAL
All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the College. The College expressly reserves the right to reject all proposals and make no award under this RFP.

B. EVALUATION PROCEDURES

1. Process
All proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated and scored in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers. The evaluators will then select a Proposer for award. Any selection and contract award/agreement is subject to review by the President or Vice President for Finance and authorization by the College’s Board of Trustees.

2. Request for Additional Information
During the evaluation the College may require supplemental information in order to fairly evaluate a Proposer’s offer. For this purpose, the College may request such information, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified in writing (or by e-mail) and will be permitted a reasonable period of time to submit the information.

C. EVALUATION CRITERIA
By use of numerical and narrative scoring techniques, proposals will be evaluated by NIC against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown in parentheses. Within each evaluation criterion listed, the sub criteria to be considered are those described in the “Proposal Format and Content” section of this RFP.
• Qualifications, experience, references of Proposer, and ability to carry out the Scope of Work (25 points);
• Work Plan including client relations/Technical Approach to Scope of Work (35 points);
• Fee (30 points)
• Miscellaneous (10 points) {exceptions/deviations, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere}

The College reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the College to do so. In the event a proposal(s) is rejected or otherwise does not result in an award, the College shall not be liable for any costs incurred by the Proposer in connection with the preparation and submittal of the proposal.

D. AWARD

The College shall make the award to the responsible Proposer whose propose will be most advantageous to the College with respect to price, conformance to the specifications, quality, and other factors as evaluated by the College. The College is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The College may award an agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer’s best terms from a cost and technical standpoint.

It is the intent of NIC to award a single contract as the result of this RFP. However, the College reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in its best interests. Depending on the dollar amount of the award(s) and other factors, the contract(s) resulting from this RFP may require authorization by the College’s Board of Trustees.

VI. GENERAL TERMS AND CONDITIONS

A. AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the College and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer’s response to the RFP.

B. ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the College.
Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

C. TERMINATION FOR CONVENIENCE
The College may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the College, the Contractor will account for the same and dispose of it in the manner the College directs.

D. TERMINATION FOR DEFAULT
If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the College may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

E. INDEMNIFICATION
Contractor shall indemnify, defend and hold the College and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor’s part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the College, shall defend the College at Contractor’s expense by counsel reasonably satisfactory to the College. Contractor, as a material part of the consideration of the College, hereby waives all claims in respect thereof against the College.

Contractor shall: (a) notify the College in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the College and/or the College’s insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the College from protecting the College’s interests.

F. APPLICABLE LAW AND FORUM
This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Kootenai, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

G. LAWS, REGULATIONS AND PERMITS The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor’s subcontractors.
H. GENERAL QUALITY
   All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

I. PROOF OF COMPLIANCE WITH AGREEMENT
   In order that the College may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the College properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

J. PAYMENT AND ACCEPTANCE
   Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

K. CONTINUATION DURING DISPUTES
   The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

L. SEVERABILITY
   If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

M. INTEGRATION
   This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the College and the Contractor.

N. BINDING EFFECT
   This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

O. APPROPRIATIONS CLAUSE
   If the term of this Agreement is longer than one year, the College’s obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho’s sole discretion, from revenues legally available to the College for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

P. NON-USE OF NAMES AND TRADEMARKS
   Contractor shall not use the name, trade name, trademark, or other designation of the College, or any contraction, abbreviation, or simulation any of the foregoing, in any
advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the College’s prior written consent in each case.

Q. RISK OF LOSS
Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by College and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the College. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by College and working properly, the risk of all loss or damage shall be borne by College, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

R. CONTRACTOR REPRESENTATIONS
Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

S. TRUVEES’ APPROVAL
This Agreement may be subject to approval by the Board of Trustees of North Idaho College, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

T. SURVIVAL OF TERMS
The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

U. HEADINGS
The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

V. ADDITIONAL ACTS
Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

W. TIME OF ESSENCE
All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.
X. WAIVER
No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

Y. FORCE MAJEURE
Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

Z. NO JOINT VENTURE
Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

AA. INFORMATION TRUE AND CORRECT
All documents, agreements and other information provided to the College by Contractor or which Contractor has caused to be provided to the College are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

BB. PUBLIC RECORDS
The College is a public agency. All documents in its possession are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the College from any claim or suit arising from the College’s refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The College will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the College will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

CC. COLLEGE’S RULES, REGULATIONS, AND INSTRUCTIONS
Contractor will follow and comply with all rules and regulations of the College and the reasonable instructions of College personnel. The College reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

**EXHIBIT A**

**SCOPE OF WORK**

**EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES**

**A. Background**

NIC’s primary operating locations are located in Kootenai County, but also provides higher education services to Idaho’s five northern counties. The College had annual credit student enrollment of over 7,000 students last year. The college operates the Area Agency on Aging of North Idaho and North Idaho Head Start in addition to the general college operations.

NIC offers two Regence Blue Shield PPO plans; one traditional and one prepaid DMO dental plan; a Vision Service Plan, basic life/voluntary life and accidental death and dismemberment (AD&D) term insurance plan; and STD/LTD insurance plans. Also offered are flexible spending accounts for healthcare and dependent care. The College also offers an employee assistance program (EAP) as well as a robust outcomes based wellness plan tied to an HRA.

Approximately 430 full-time employees and their dependents are enrolled in one or more College-sponsored benefit plans. Open enrollment documents have been included with this RFP and include the College’s contribution limits for health plans. In fiscal year 2017 the College will expend $4.9 million in premium for employee medical plans and $550,000 in premium for employee dental plans.

The College’s current broker provides services in support of the College’s health and employee benefits programs for medical, dental and vision, and consulting services to the College. The Broker services include support of College’s basic/voluntary life and accidental death and dismemberment programs, LTD/STD programs, benefits administration support services for premium billing reconciliation, open enrollment, and COBRA. RBH administers the College’s Employee Assistance Program, American Benefits Group administers the College’s flexible spending account plan and HRA, and Wellness IQ administers the wellness program.

The College is fully-insured for medical, dental and vision. Currently, pharmacy benefits are bundled within the medical plans.

Of continuing interest and importance to the College is to examine ways to contain health care costs. The College is challenged with finding ways to continue offering quality care coverage at affordable prices. In fiscal year 2018 and subsequent years the College will need broker services that will be very aggressive in analyzing the College’s options to control costs. We are seeking a consultant that is capable and ready to be a strategic partner in benchmarking and providing recommendations for benefit plan development and offerings today and into the future.

**B. Scope of Work**
<table>
<thead>
<tr>
<th><strong>Strategic Planning:</strong></th>
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<tr>
<td>- Benchmark Current Benefits with Local Peer Competitors.</td>
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<tr>
<td>- Complete GAP analysis of employee benefit program.</td>
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<tr>
<td>- Collaborate on Organizational Objectives and Guiding Principles related to benefits.</td>
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<tr>
<td>- Develop key financial and operational metrics to measure success and risk of College benefits program.</td>
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<tr>
<td>- Assist in establish multi-year benefit strategy with the College based on short and long term objectives.</td>
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<tr>
<td><strong>Plan Compliance:</strong></td>
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<tr>
<td>- Monitor federal/state regulations; Assist the college in implementing regulatory changes to ensure compliance.</td>
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<tr>
<td>- Recommend strategies for compliance with new/pending regulations.</td>
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<tr>
<td>- Assist in implementing regulatory changes to ensure compliance (as needed).</td>
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<tr>
<td><strong>Vendor Management:</strong></td>
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<tr>
<td>- Complete vendor renewal analysis and negotiations.</td>
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<tr>
<td>- Conduct marketing and vendor selection services (as needed).</td>
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<tr>
<td>- Monitor vendor performance and servicing levels, making recommendations for assistance as needed.</td>
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<td>- Analyze strength and solvency of vendors.</td>
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<td>- Complete contract review</td>
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<td>- Provide implementation support for annual plan design and vendor changes.</td>
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<tr>
<td><strong>Performance/Utilization Review:</strong></td>
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<tr>
<td>- Provide annual analysis of program and plan design competitiveness.</td>
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<td>- Analyze claims and utilization cost drivers.</td>
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<td>- Analyze plan design effectiveness against established operational metrics.</td>
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<tr>
<td><strong>Plan and Fiscal Risk Management and Cost Projections:</strong></td>
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<tr>
<td>- Prepare expected budget and funding rates.</td>
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<tr>
<td>- Analyze underwriting, funding and risk strategies and provide recommendations as necessary.</td>
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<tr>
<td>- Develop employee contribution rates and recommend costs sharing strategies.</td>
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<td>- Provide ACA Affordability Analysis annually.</td>
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<td><strong>Client Service/Reporting:</strong></td>
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<tr>
<td>- Provide commentary and feedback on enrollment, claim and utilization trends.</td>
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<tr>
<td>- Provide quarterly and annual reporting on all benefit programs (claims, utilization, etc.)</td>
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<tr>
<td>- Periodic review meetings with HR and Finance representatives to review administrative issues, program design and costs, and vendor issues.</td>
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<tr>
<td>- Periodic meetings with constituent committees (as needed).</td>
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<tr>
<td>- Dedicated contact for NIC benefits specialist.</td>
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<tr>
<td>- Educate College on market and industry trends, make recommendations as needed.</td>
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<tr>
<td><strong>Enrollment and Communication Support:</strong></td>
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• Provide Annual Open Enrollment Planning and Support.
• Collaborate on communication plan supporting College approach/messaging regarding College benefits and HR strategies.
• Provide robust electronic enrollment platform.

Health and Wellness Management:
• Recommend health, wellness, disease and care management programs.
• Provide design and implementation of health risk reduction/wellness programs.
• Design incentive/reward strategies related to participation in College/Community health/wellness initiatives.
• Evaluate current available health, education and decision support tools and make recommendation as appropriate.

C. Broker’s Responsibilities
1. Serve as designated insurance broker of record for Benefit Programs.
2. Develop long-range employee benefit goals and strategies for NIC.
3. Determine and recommend the most economical funding methods for benefits.
4. Perform market research for new carriers, negotiate all insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed.
5. Prepare and release request for proposals as directed by NIC. Analyze insurance proposals according to criteria approved by the NIC and present the results of such analysis to the appropriate groups.
6. In accordance with parameters and criteria established by the NIC, make recommendations regarding various Benefit and insurance plans, insurance carriers, health service providers, administrators and benefit service providers.
7. Analyze claim experience/financial development for all insurance coverages.
8. Prepare annual reports, in any reasonable annual format requested in advance by NIC, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or benefit enhancements.
9. Provide input on agenda items for partner meetings, attend meetings as requested, prepare financial reports, interpret and distribute carrier reports, follow-up with carriers, and serve as a benefit resource and strategic partner.
10. Research and advise NIC on all related laws and regulations, and contract requirements.
11. Provide open enrollment support, including, but not limited to, developing timeline, development of open enrollment materials and the determination of health fair attendees, and coordinating and participating in open enrollment meetings as reasonably requested.
12. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
13. Assist with claims and billing issues as requested.
14. Assist with the implementation/transitioning of carriers/administrators.
15. Prepare and present reports as requested.