



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the first of three one-year renewal agreements with Humana for Group Voluntary Vision Insurance coverage (RFP-2021-012-OA) for the continuation of employee group vision insurance services. Fiscal Impact: None

Presenter(s): Sophia Galvin, Vice President, Talent and Culture

What is the purpose of this contract and why is it needed?

The purpose of this renewal is to continue with Humana as our employee group vision insurance provider. Through the original RFP and contract process, premium rates were negotiated to remain unchanged through December 31, 2025. The current contract is set to expire December 31, 2024 and has three one-year renewal options.

Industry trend for Vision insurance is a 5% year over year increase. The College's current agreement with Humana has afforded the College the ability to avoid any such increases since its inception and will allow us to continue to avoid any increases at least through the end of the 2025 plan year. The renewal also ensures plan consistency for employees while the College currently undergoes an RFP for several other health providers, such as medical, dental, life/disability, to begin January 2025.

What procurement process or bid waiver was used and why?

A request for proposal was completed in 2021: Procurement process: RFP-2021-012-OA

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?

There is no cost to the College.

What fund, cost center and line item(s) were used? N/A

Has Broward College used this vendor before for these products or services?

Yes, the contract began January 1, 2022

Was the product or service acceptable in the past?

Yes, the provider has met the vision care needs and the plan benefits were enhanced at the time of the original contract in January 2022.

Was there a return on investment anticipated when entering this contract? Yes

Was that return on investment not met, met, or exceeded and how?

The return on investment met expectation by providing vision insurance services to employees at a cost that has remained unchanged since 2022 even while market trends have experienced a 5% year over year increase.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Indirectly by sustaining an inclusive and empowering organizational culture supported through the benefits offered to our faculty and staff (Talent Activation).

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: None. There is no employer contribution to the College's vision plan.

Sophia Marie Galvin

Sophia Marie Galvin, Vice President, Talent and Culture












3/28/2024

APPROVAL PATH: 12029 Humana Insurance Company GROUP VISION SERVICES

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Sophia Marie Galvin	Executive Director Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Legal Services Review Group	Review and Approval for Form and		 Completed	
4	Board Clerk	Agenda Preparation		 Completed	
5	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
6	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	



**AMENDMENT #1 TO THE GROUP VISION INSURANCE SERVICES
MEMORANDUM OF UNDERSTANDING**

**THIS AMENDMENT #1 TO THE GROUP VISION INSURANCE SERVICES
MEMORANDUM OF UNDERSTANDING** (the “Amendment”) is made and entered into as
of the effective date of this amendment, which is the date of the last party’s signature,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

HUMANA INSURANCE COMPANY
(hereafter referred to as Vendor),
a company,
whose address is
500 W Main Street, Louisville, Kentucky 40202

WHEREAS the parties entered into a Memorandum of Understanding (the “MOU”) for
GROUP VISION INSURANCE SERVICES (RFP-2021-012-OA) dated on or about October
13, 2021; and

WHEREAS, the parties desire to amend the MOU.

NOW THEREFORE, the MOU is amended as follows:

1. **Title Revision.** The title of the MOU is corrected to reflect **RFP-2021-012-OA Group Vision Insurance Services** instead of **RFP-2020-075-OA Group Dental Insurance Services**.
2. **Term Renewal.** As provided in Section 1 of the MOU, the parties agree the initial term of the MOU was for three (3) years but incorrectly included an expiration date of December 31, 2025 which would have resulted in an initial four (4) year term. The parties agree that the current term of three (3) years expires on December 31, 2024 and that the parties are ,by this Amendment, renewing the MOU for the first of three (3) one (1) year renewal periods; as such, the term will now expire on December 31, 2025.
3. **Plan Rates.** Plan rates will not increase during the first renewal period expiring December 31, 2025. Thereafter, plan rates may not increase by more than five percent (5%) during a renewal period.

4. **Authority.** Each person signing this Amendment on behalf of a Party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment.
5. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.
6. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to BC in the Agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums. and/or amendments applicable hereto.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Amendment on the date first written above.

FOR VENDOR

HUMANA INSURANCE COMPANY

By  _____

Name G, Alan Stewart

Title Senior Vice President, Division Leader

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____



EXECUTIVE SUMMARY

Broward College Board of Trustees authorized GROUP VISION INSURANCE SERVICES with Humana Insurance Company, Recommended under RFP-2021-012-OA, To benefit eligible College employees. Fiscal Impact: N/A. No employer contribution to the vision plan.

Presenter(s): Sophia Galvin, Executive Director, Talent and Culture

Purpose: Group Vision Insurance Services (RFP-2021-012-OA) evaluation committee is recommending Humana Insurance Company to provide the College's Group Vision Insurance effective 1/1/2022.

Return on Taxpayer or Student Investment: N/A

How does this impact student success: Health benefits are critical to recruiting and retaining the best and most productive employees which greatly impact student success

What specific goal of the Strategic Plan is advanced through this action: Succeed; promote positive workplace culture.

Small Business Firm (Yes, No, N/A): No

Broward Firm (Yes, No, N/A): No

FISCAL IMPACT:

Description: N/A. There is no employer contribution to the College's vision plan.

Tuere Allwood

Tuere Allwood

9/20/2021

John Dunnuck

John Dunnuck, Senior Vice President, Finance and Operations

10/13/2021

Memorandum of Understanding**The District Board of Trustees of Broward College, Florida and Humana Insurance Company****RFP – 2020-075-OA Group Dental Insurance Services**

This Memorandum of Understanding (“MOU”) incorporates the understanding of and is entered into by the District Board of Trustees of Broward College, Florida (“Broward College” or the “College”) and the Humana Insurance Company (referred to herein as “Humana”) (collectively referred to herein as the “Parties”). This MOU is intended to document the additional terms agreed to by the Parties in addition to those set forth in the below documents:

- 1) Sample Certificate of Insurance
- 2) Current and New Vision Plan Effective Rates
- 3) Plan Enhancement Letter dated June 23, 2021
- 4) Humana Vision 150

The Parties do hereby agree to the following terms. To the extent any of these additional terms conflict with the provisions of the above referenced documents or any other terms or conditions set forth in provisions contained in other documents supplementing or referenced in the above documents, this Memorandum of Understanding shall supersede those original provisions:

Negotiated Terms:

1. Term - The services will commence beginning January 1, 2022 and continue for three (3) years until December 31, 2025. The term of this MOU may, by mutual written agreement of the parties, upon final College approval, be renewed for three (3) additional one-year periods. The College will, if considering renewal, request a letter of intent to renew from Humana prior to the end of the current contract period. Humana will be provided written notice when the recommendation has been acted upon by the College.
2. HV150 Plan Benefits
 - a. Vision Frequency to Once Every 12 months
 - b. Material Copay to \$10 (**in-network**)
 - c. High Index Lens Copay - \$15 copay (**in-network**)
 - d. Standard Progressive (add on to bifocals) \$10 copay (**in-network**)
3. Humana will provide the following reports:
 - Monthly paid claims, paid premiums, and enrollment
 - Plan utilization categorized by service **provided annually**
 - Network utilization **provided annually**
 - Plan Compass (once per year in April for the previous calendar year)

4. Unless otherwise required by applicable law, the Parties agree that should either party elect to terminate the underlying services without cause, that terminating Party shall give the other Party at least six (6) months' prior written notice.

5. Insurance Requirements - Proof of the following insurance will be furnished by Humana to the College by a Certificate of Insurance within 10 days of notification by the College.
 - a. Commercial General Liability:

▪ Each Occurrence	\$1,000,000
▪ Personal & Adv Injury	\$1,000,000
▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations	\$2,000,000

Policy must contain contractual liability coverage.

 - b. Automobile Liability Insurance
(if commercial autos will be used, including owned, non-owned and hired vehicles)
\$1,000,000.

 - c. Professional Liability

▪ Per Occurrence	\$1,000,000
▪ General Aggregate	\$2,000,000

 - d. Cyber Liability. If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.

 - e. Workers' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>

 - f. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.

 - g. If any of the required policies provide coverage on a "claims-made" basis, then insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.

 - h. The College **shall be named as an additional insured with reference to this RFP** as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RFP-2021-012-OA entitled GROUP VISION INSURANCE SERVICES from date of commencement to six (6) months after date of completion."



- i. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. All policies must remain in effect during the performance of the contract.
- j. All certificates must be addressed and sent to:
The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Fort Lauderdale, FL 33309
- k. All exclusions added by endorsement must be indicated.
- l. Certificate must be signed by an authorized representative.
- m. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- n. All policies must remain in effect during the performance of the services. Humana shall promptly notify the College of any changes in insurance coverage or carrier.

Humana shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

Humana shall not commence any work or provide any services in connection with this MOU until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall Humana allow any subvendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to Humana.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Humana and/or subvendor that obtained the insurance.

- 6. If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subvendors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be

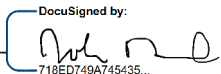


liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

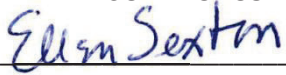
- 7. Unless otherwise required by applicable law, the Parties agree any change to either this MOU or the referenced other documents shall be via an executed, written amendment.
- 8. Assignment – Notwithstanding anything under the policies to the contrary, the Parties agree that the policies shall not be assigned to any third party without written consent by the other Party. However, Humana may assign the policies to an affiliate or subsidiary without consent as required in the normal course of business.
- 9. Public Records - Notwithstanding the obligations under the policies, Humana agrees to adhere to Florida’s public records laws, Chapter 119, Florida Statutes, and related statutes, as may be applicable. Should Humana assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Humana and Humana shall bear all costs and fees related to the same.
- 10. Sovereign Immunity - Nothing contained herein or within the policies shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the College beyond the waiver of under Florida Statutes Section 768.28. This section shall survive the termination of all performance or obligations under the policies and shall be fully binding until such time as any proceeding brought on account of the policies is barred by any applicable statute of limitations.

Read, Understood, Agreed and Accepted by:

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By:  _____
DocuSigned by:
718ED749A745435...
Name: John Dunnuck
Title: SVP Finance & Operations
Date: 10/13/2021

HUMANA INSURANCE COMPANY

By:  _____
Name: Ellen R. Sexton
Title: Senior Vice President, Specialty
Date: September 20, 2021



ADDENDUM No. 1

RFP No.: RFP-2021-012-OA
RFP TITLE: GROUP VISION INSURANCE SERVICES
DATE: February 10, 2021

This addendum is being issued to clarify and/or revise the solicitation documents, Proposer's Conference clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled GROUP VISION INSURANCE SERVICES (RFP-2021-012-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO RFP

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP

Q1 Please clarify digital/electronic submission.

Digital Submittal, Section 2.8, Page 7. Confirm whether the full RFP response is to be no larger than 100 MB for each document or combined.

R1 Confirmed, no larger than 100 MB for each document.

Q2 Please clarify digital/electronic submission.

**Electronic Submission, Section 4, Page 16. Confirm if the RFP response is to be less than 100 pages.
If confirmed, please advise which are considered in the 100 page limit, i.e. required forms, attachments and/or any requested samples.**

R2 Confirmed, limited to not more than 100 pages. However, submissions in excess of 100 pages will not be disqualified.
Covers, table of contents, section dividers and/or tabs, secondary dividers, samples, attachments, and supporting documents do not count towards the page limit. Required forms count towards the page limit.

Q3 Please clarify digital/electronic submission.

**Electronic Copy, Section 1, Page 4. Confirm if the full RFP response is to be provided in a single PDF file.
If confirmed, please advise if Attachment M should be provided in excel with an extension of .xls or .xlsx.
If confirmed, please advise if Attachment M should be included in the 100 page or less requirement.
If confirmed, please advise which docs/tabs are to be included in the single PDF file.**

R3 Confirmed, full RFP response to be provided in a single PDF file. All documents/tabs are to be included in the single PDF file, exception being made to the Sample Contracts filed and approved by the state of Florida that are required per SECTION 4.2.5, if file size of sample contracts causes full RFP response single PDF file to surpass the 100 MB limit.

As mentioned in the RFP document, ATTACHMENT M – PROVIDERS REPORT should also be uploaded separately as an Excel format file, with extension .xls or .xlsx with no encryption.

ATTACHMENT M – PROVIDERS REPORT does not count towards the 100 page limit.

Additionally, ATTACHMENT J - QUESTIONNAIRE should also be uploaded separately as a Word format file with no encryption.

Sample Contracts, ATTACHMENT J – QUESTIONNAIRE (in Word format), and ATTACHMENT M – PROVIDERS REPORT (in Excel format) can be uploaded as “Supplemental Documents” on DemandStar, during your proposal submittal.

Q4 Please confirm that a non-officer individual with the authority to bind a contract is sufficient to sign all applicable signature documents required for this RFP submission.

R4 Confirmed, non-officer individual shall provide statement on SECTION 1 – REQUIRED RESPONSE FORM that they have the legal power to bind the company on its behalf.

Q5 Regarding Section 3.12, in addition to marking any material confidential in the proposal response, please confirm whether a redacted copy is required.

R5 No redacted copy is required at the time of your proposal submittal.

Q6 Regarding DemandStar, Contact Information, please confirm what ‘Bid Amount’ is to reflect, i.e. Year 1, or total bid amount all years.

R6 Input “0” under “Bid Amount”.

Q7 Will electronic signatures be accepted, including the notary signature?

R7 Yes.

Q8 Please confirm whether a bid bond and/or performance bond are applicable for this RFP.

R8 Bid bond and/or performance bond are not applicable for this RFP.

Q9 For additional supporting documents, should these be placed in an additional tab, 4.10? Will any supporting documents be included in the 100 page limit?

R9 Additional supporting documents should be placed under the appropriate tab where the supporting document will complement/support the information required or submitted. Proposer should not create additional numbered tabs than the 33 tabs already specified in SECTION 4 – SUBMITTAL REQUIREMENTS of the RFP document.

Secondary dividers (not in the page count) may be used at the Proposer’s discretion to present information clearly. Supporting documents will not count towards the 100 page limit.

Q10 Please provide a census to include gender, DOB, zip codes and coverage tier.

R10 For current census information, please request directly from the College to the RFP Contact Person listed in SECTION 2.5 of the RFP, as established in ATTACHMENT O – UNDERWRITING INFORMATION of the solicitation document.

Q11 How many are eligible for the vision?

R11 As of December 2020, the College had 1,454 eligible employees.

Q12 Is it possible to obtain a census with both enrolled and eligible that includes home zip codes?

R12 The College is not able to provide a full census. The College has 1,454 eligible employees with 1,094 enrolled in the vision plan, equivalent to 75% participation.

- Q13 May we ask for a census that includes all eligible and enrolled employees, with home zip codes.**
- R13 Refer to R12.
- Q14 Are there any commissions built into the vision plan today? If so, can you share the current structure?**
- R14 Refer to SECTION 2.9 of the RFP document which states a flat 10% commission payable to The Rhodes Insurance Group is to be included in all proposals.
- Q15 Is a census available showing all FT eligible EEs with zip codes and tiers (no DOBs necessary)? If so, will we have access?**
- R15 Refer to R10, R11, and R12.
- Q16 Is it possible to get current enrollment by tier?**
- R16 Census needs to be requested as indicated in ATTACHMENT O – UNDERWRITING INFORMATION of the RFP document and R10. At this time, the census has been provided directly and securely to those vendors who have requested it as instructed. The breakdown is as follows:
Employee or Individual Only – 663
Employee + 1 – 253
Employee + 2 or More – 178
Total Enrolled (Active, Retiree and COBRA) - 1,094
- Q17 Why is Broward College currently out to bid?**
- R17 The current contract is set to expire, and therefore it is in the best interest of the College to solicit for these services.
- Q18 Are there any specific Network or Service issues with Humana?**
- R18 None that the College is aware of.
- Q19 Please provide most recent 24 months of annual utilization information experience, including number of:**
- Exams
 - Contact Lens Exam & Fitting
 - Frames
 - Single lenses
 - Bifocal lenses
 - Trifocal lenses
 - Progressive lenses (if available Standard Progressives, Premium Progressive)
 - Contacts
 - If available please also provide utilization of lens enhancements such as anti-reflective coating, scratch resistant coating, uv coating, and tints
- R19 Refer to ATTACHMENT Q2 – VISION UTILIZATION BY SERVICE REPORT of the RFP, available on DemandStar.
- Q20 Please provide the current Supplier Diversity Small Business (SDSB) reporting from Humana on this contract.**
- R20 Currently none.

Q21 Is COBRA Administration expected to be provided by the carrier?

R21 No.

Q22 Please confirm the employer contribution strategy. Please specify percentages.

R22 Refer to SECTION 2.2 of the RFP which states Employees pay 100% of the premium.

Q23 Please confirm any plan changes in the past five years.

R23 There was a minor change in 2018 when Humana replaced Vision Care Plan to Humana Vision, which offered a \$35 wholesale allowance for frames instead of \$100 allowance. The new contract also enhanced benefits for Diabetics. Other than that, there have been no benefit changes to the vision plan.

Q24 Has Humana failed to meet any Performance or Service Standards? If yes, please provide details.

R24 No.

Q25 Please confirm the most current enrollment by tier.

R25 Refer to R10 and R16.

Q26 Please provide the current plan COCs.

R26 Refer to ATTACHMENT P2 – CERTIFICATE OF INSURANCE 01-01-2020 of the RFP, available on DemandStar.

Q27 Please provide copies of the most current reporting from Humana and candence of this reporting.

R27 Refer to ATTACHMENT Q1 – VISION CLAIMS AND MEMBERSHIP REPORT and ATTACHMENT Q2 – VISION UTILIZATION BY SERVICE REPORT of the RFP, available on DemandStar.

Q28 Please provide the premium vs claims for the last 24 months.

R28 Refer to ATTACHMENT Q1 – VISION CLAIMS AND MEMBERSHIP REPORT and ATTACHMENT Q2 – VISION UTILIZATION BY SERVICE REPORT of the RFP, available on DemandStar, where the College has provided three years (36 months) of experience.

Q29 How long has the College been covered with Humana?

R29 Since 1999 when the vision plan was administered by Vision Care Plan.

Q30 Please provide the census so that we can conduct the GeoAccess Report.

R30 Refer to R10 and R16.

Q31 The Submittal Requirements on page 16 state the sections should be organized with proper section dividers and tabs. It's our understanding the vendors are to submit the proposal electronically via DemandStar. Is it acceptable to Broward College if we submit a zip file for each section? For example a zip file labeled "General Information" which will include Tabs 1 through 4.

R31 Complete Electronic Copy of Proposal must be in a single Adobe PDF File as specified in SECTION 1 – REQUIRED RESPONSE FORM. For additional guidance, refer to R1, R2, R3, and R9.

Q32 Please confirm that a copy of the notarized Non-Collusion Affidavit is acceptable since the proposal is due electronically via DemandStar.

R32 Confirmed.

Q33 Please provide the Census of ALL ELIGIBLE employees actively at work (includes employees waiving coverage, or employees covered by another plan.) Please indicate those that are waiving. COBRA enrollees must be included in the census. Census must be excel format. NOTE: Aetna, UHC, Humana and Cigna require the plan that each member is enrolled if there is more than one plan offered in the group.

The census should also include:
First and Last name
Date of Birth
Gender
Enrollment Tier (EE, ES, EC, FAM –waiver, decline, COBRA)

R33 Refer to R10, R11, R12, and R16.

Q34 Please provide Current Plan Designs (Carrier summaries required).

R34 Refer to ATTACHMENT P1 – BROWARD COLLEGE 2021 VISION BENEFIT KIT and ATTACHMENT P2 – CERTIFICATE OF INSURANCE 01-01-2020 of the RFP, available on DemandStar.

Q35 Please provide Certificates of Coverage are required as well.

R35 Refer to ATTACHMENT P2 – CERTIFICATE OF INSURANCE 01-01-2020 of the RFP, available on DemandStar.

Q36 Please provide Current and Renewal Rates (Rates required on carrier paper).

R36 Refer to ATTACHMENT O - UNDERWRITING INFORMATION of the RFP.

Q37 Please provide Benefit waiting period.

R37 Refer to SECTION 3.23.2 Waiting Period and Effective Date of the RFP.

Q38 Please provide Employer Contribution strategy.

R38 Refer to R22.

Q39 Please provide Experience with enrollment counts for the last 2 to 3 years by month.

R39 Refer to R19, R27, and R28.

Q40 Please provide any other information that would help the carrier analyze and access the risk.

R40 Refer to ATTACHMENT Q2 – VISION UTILIZATION BY SERVICE REPORT of the RFP, available on DemandStar.

Q41 Please provide 5 Year Carrier History on the Vision.

R41 Refer to ATTACHMENT O - UNDERWRITING INFORMATION of the RFP, where the College has provided 12 year rate history.

Q42 Please provide Requested Compensation.

R42 Refer to R14.

Q43 Is it possible to get the current and renewal rates for the employee vision plan?

R43 Refer to R36 and R41.

2. ATTACHMENTS

None.

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Signature and Print Name

Title

Company Name

Date

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”



Broward College
Group 789473

Effective Date: January 1, 2022

New Plan rates guaranteed through: December 31, 2025

Current and new effective vision plan rates

Plan description	Coverage type	Enrollment	Current rate	Monthly premium	New Plan Enhancement HumanaVision 150	New Plan Rate	Monthly premium
Humana Vision Plan Voluntary, \$10/\$25 In Network Exam/Material Copay, \$100 In Network Frame Allowance, \$100 In Network Contact Lens Allowance, 12/12/24 Exam/Lens or Contact Lens/Frame Frequency Limitation	Employee	675	\$5.12	\$3,456	HumanaVision 150 Humana Vision Plan Voluntary, \$10/\$10 In Network Exam/Material Copay, \$150 In Network Frame Allowance, \$150 In Network Contact Lens Allowance, 12/12/12 Exam/Lens or Contact Lens/Frame Frequency Limitation	\$4.99	\$3,368
	Employee + One	245	\$10.24	\$2,509		\$9.98	\$2,445
	Family	172	\$19.05	\$3,277		\$18.55	\$3,191
	Total	1092		\$9,241			\$9,004

The January 1, 2026 plan renewal includes a rate cap of no more than 5% guaranteed for one year.

Humana Vision

It needs to be easy for your employees to get the vision care they need. At home or on the road, your employees will find a provider with convenient hours and locations. And they'll receive substantial savings on eye wear and exams when they visit network providers.

It's important your employees keep their eyes healthy and get routine care. Exams can help prevent vision loss, but also detect more serious diseases in the body such as diabetes, hypertension, multiple sclerosis, and brain tumors.

Humana Vision plans encourage prevention, early diagnosis, and treatment, helping employees stay healthy and possibly prevent permanent vision loss.

Humana group vision plans are offered by Humana Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, CompBenefits Company, or The Dental Concern, Inc.



Connie Oropesa
Public Sector Client Executive

3401 SW 160th Avenue, Miramar, FL 33027

Coropesa3@humana.com
Humana.com

June 23, 2021

Mr. Orlando Aponte
6400 NW 6th Way
Fort Lauderdale, FL 33309

Re: RFP-2021-012-OA - GROUP VISION INSURANCE SERVICES

Dear Mr. Aponte:

Humana would like to thank Broward College for selecting Humana and allowing the opportunity to provide the vision benefits to the employees of Broward College. Our mission is to ensure that the employees continue to experience the highest level of quality, service and benefits.

Based on the selected vision plan benefits, the following enhancements to the current vision plan will become effective on January 1, 2022:

- HV150 Plan Benefits
 - Vision Frequency to Once Every 12 months
 - Material Copay to \$10
 - High Index Lens Copay - \$15 copay
 - Standard Progressive (add on to bifocals) \$10 copay
- Additional reporting
 - Monthly paid claims, paid premium, and enrollment
 - Plan utilization categorized by service
 - Network utilization
 - Plan Compass (once per year in April for the previous calendar year)
- Rates will be guaranteed for 4 years (through 12/31/2025) with one year renewal with a rate cap not to exceed 5%.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Connie Oropesa'.

Connie Oropesa

Humana, Public Sector, Senior Client Executive

Vision care services

**If you use an
IN-NETWORK provider
(Member cost)**

**If you use an
OUT-OF-NETWORK provider
(Reimbursement)**

Exam with dilation as necessary

- Retinal imaging ¹

\$10
Up to \$39

Up to \$30
Not covered

Contact lens exam options ²

- Standard contact lens fit and follow-up
- Premium contact lens fit and follow-up

Up to \$40
10% off retail

Not covered
Not covered

Frames ³

\$150 allowance
20% off balance over \$150

\$80 allowance

Standard plastic lenses ⁴

- Single vision
- Bifocal
- Trifocal
- Lenticular

\$10
\$10
\$10
\$10

Up to \$25
Up to \$40
Up to \$60
Up to \$100

Covered lens options ⁴

- UV coating
- Tint (solid and gradient)
- Standard scratch-resistance
- Standard polycarbonate - adults
- Standard polycarbonate - children <19
- Standard anti-reflective coating
- Premium anti-reflective coating
 - Tier 1
 - Tier 2
 - Tier 3
- Standard progressive (add-on to bifocal)
- Premium progressive
 - Tier 1
 - Tier 2
 - Tier 3
 - Tier 4
- Photochromatic / plastic transitions
- Polarized
- High Index Lens

\$15
\$15
\$15
\$40
\$40
\$25
Premium anti-reflective coatings as follows:
\$37
\$48
80% of charge less \$20 allowance
\$10
Premium progressives as follows:
\$75
\$85
\$100
\$90 copay, 80% of charge less \$120 allowance
\$75
80% of charge
\$15

Not covered
Not covered
Not covered
Not covered
Not covered
Up to \$25
Premium anti-reflective coatings as follows:
Up to \$25
Up to \$25
Up to \$25
Up to \$40
Premium progressives as follows:
Up to \$40
Up to \$40
Up to \$40
Up to \$40
Not covered
Not covered
Not covered

Contact lenses ⁵

(applies to materials only)

- Conventional
- Disposable
- Medically necessary

\$150 allowance,
15% off balance over \$150
\$150 allowance
\$0

\$128 allowance
\$128 allowance
\$210 allowance

Vision care services

**If you use an
IN-NETWORK provider
(Member cost)**

**If you use an
OUT-OF-NETWORK provider
(Reimbursement)**

Frequency

• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 12 months	Once every 12 months

Diabetic Eye Care: care and testing for diabetic members

• Examination - Up to (2) services per year	\$0	Up to \$77
• Retinal Imaging - Up to (2) services per year	\$0	Up to \$50
• Extended Ophthalmoscopy - Up to (2) services per year	\$0	Up to \$15
• Gonioscopy - Up to (2) services per year	\$0	Up to \$15
• Scanning Laser - Up to (2) services per year	\$0	Up to \$33

Optional benefits

- ¹ Member costs may exceed \$39 with certain providers. Members may contact their participating provider to determine what costs or discounts are available.
- ² Standard contact lens exam fit and follow up costs and premium contact lens exam discounts up to 10% may vary by participating provider. Members may contact their participating provider to determine what costs or discounts are available.
- ³ Discounts may be available on all frames except when prohibited by the manufacturer.
- ⁴ Lens option costs may vary by provider. Members may contact their participating provider to determine if listed costs are available.
- ⁵ Plan covers contact lenses or frames, but not both.

Additional plan discounts

- Member may receive a 20% discount on items not covered by the plan at network Providers. Members may contact their participating provider to determine what costs or discounts are available. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered. Certain brand name Vision Materials may not be eligible for a discount if the manufacturer imposes a no-discount practice. Frame, Lens, & Lens Option discounts apply only when purchasing a complete pair of eyeglasses. If purchased separately, members receive 20% off the retail price.
- Members may also receive 15% off retail price or 5% off promotional price for LASIK or PRK from the US Laser Network, owned and operated by LCA Vision. Since LASIK or PRK vision correction is an elective procedure, performed by specialty trained providers, this discount may not always be available from a provider in your immediate location.

Vision health impacts overall health

Routine eye exams can lead to early detection of vision problems and other diseases such as diabetes, hypertension, multiple sclerosis, high blood pressure, osteoporosis, and rheumatoid arthritis.¹

¹ Thompson Media Inc.



Questions?

Check out Humana.com
Call 1-866-995-9316 seven days a week:
8 a.m. to 6 p.m. Eastern Time
Monday through Saturday and
11 a.m. to 8 p.m. Sunday.

Limitations and Exclusions:

In addition to the limitations and exclusions listed in your "Vision Benefits" section, this policy does not provide benefits for the following:

1. Any expenses incurred while you qualify for any worker's compensation or occupational disease act or law, whether or not you applied for coverage.
2. Services:
 - That are free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law;
 - Furnished by, or payable under, any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid); or
 - Furnished by any U.S. government-owned or operated hospital/institution/agency for any service connected with sickness or bodily injury.
3. Any loss caused or contributed by:
 - War or any act of war, whether declared or not;
 - Any act of international armed conflict; or
 - Any conflict involving armed forces of any international authority.
4. Any expense arising from the completion of forms.
5. Your failure to keep an appointment.
6. Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthesiologist.
7. Prescription drugs or pre-medications, whether dispensed or prescribed.
8. Any service not specifically listed in the Schedule of Benefits.
9. Any service that we determine:
 - Is not a visual necessity;
 - Does not offer a favorable prognosis;
 - Does not have uniform professional endorsement; or
 - Is deemed to be experimental or investigational in nature.
10. Orthoptic or vision training.
11. Subnormal vision aids and associated testing.
12. Aniseikonic lenses.
13. Any service we consider cosmetic.
14. Any expense incurred before your effective date or after the date your coverage under this policy terminates.
15. Services provided by someone who ordinarily lives in your home or who is a family member.
16. Charges exceeding the reimbursement limit for the service.
17. Treatment resulting from any intentionally self-inflicted injury or bodily illness.
18. Plano lenses.
19. Medical or surgical treatment of eye, eyes, or supporting structures.
20. Replacement of lenses or frames furnished under this plan which are lost or broken, unless otherwise available under the plan.
21. Any examination or material required by an Employer as a condition of employment.
22. Non-prescription sunglasses.
23. Two pair of glasses in lieu of bifocals.
24. Services or materials provided by any other group benefit plans providing vision care.
25. Certain name brands when manufacturer imposes no discount.
26. Corrective vision treatment of an experimental nature.
27. Solutions and/or cleaning products for glasses or contact lenses.
28. Pathological treatment.
29. Non-prescription items.
30. Costs associated with securing materials.
31. Pre- and Post-operative services.
32. Orthokeratology.
33. Routine maintenance of materials.
34. Refitting or change in lens design after initial fitting, unless specifically allowed elsewhere in the certificate.
35. Artistically painted lenses.

Humana Vision products insured by Humana Insurance Company, Humana Health Benefit Plan of Louisiana, The Dental Concern, Inc. or Humana Insurance Company of New York.

This is not a complete disclosure of the plan qualifications and limitations. Specific limitations and exclusions as contained in the Regulatory and Technical Information Guide will be provided by the agent. Please review this information before applying for coverage.

NOTICE: Your actual expenses for covered services may exceed the stated cost or reimbursement amount because actual provider charges may not be used to determine insurer and member payment obligations.

Important!

At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender, gender identity, ancestry, marital status, or religion. Discrimination is against the law. Humana and its subsidiaries comply with applicable Federal Civil Rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:
Discrimination Grievances, P.O. Box 14618, Lexington, KY 40512-4618
If you need help filing a grievance, call **1-877-320-1235** or if you use a **TTY**, call **711**.
- You can also file a civil rights complaint with the **U.S. Department of Health and Human Services**, Office for Civil Rights electronically through their Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at **U.S. Department of Health and Human Services**, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, **1-800-368-1019**, **800-537-7697 (TDD)**. Complaint forms are available at <https://www.hhs.gov/ocr/office/file/index.html>.
- **California residents:** You may also call California Department of Insurance toll-free hotline number: **1-800-927-HELP (4357)**, to file a grievance.

Auxiliary aids and services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

Language assistance services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

Español (Spanish): Llame al número arriba indicado para recibir servicios gratuitos de asistencia lingüística.

繁體中文 (Chinese): 撥打上面的電話號碼即可獲得免費語言援助服務。

Tiếng Việt (Vietnamese): Xin gọi số điện thoại trên đây để nhận được các dịch vụ hỗ trợ ngôn ngữ miễn phí.

한국어 (Korean): 무료 언어 지원 서비스를 받으려면 위의 번호로 전화하십시오.

Tagalog (Tagalog – Filipino): Tawagan ang numero sa itaas upang makatanggap ng mga serbisyo ng tulong sa wika nang walang bayad.

Русский (Russian): Позвоните по номеру, указанному выше, чтобы получить бесплатные услуги перевода.

Kreyòl Ayisyen (French Creole): Rele nimewo ki pi wo la a, pou resevwa sèvis èd pou lang ki gratis.

Français (French): Appelez le numéro ci-dessus pour recevoir gratuitement des services d'aide linguistique.

Polski (Polish): Aby skorzystać z bezpłatnej pomocy językowej, proszę zadzwonić pod wyżej podany numer.

Português (Portuguese): Ligue para o número acima indicado para receber serviços linguísticos, grátis.

Italiano (Italian): Chiamare il numero sopra per ricevere servizi di assistenza linguistica gratuiti.

Deutsch (German): Wählen Sie die oben angegebene Nummer, um kostenlose sprachliche Hilfsdienstleistungen zu erhalten.

日本語 (Japanese): 無料の言語支援サービスをご要望の場合は、上記の番号までお電話ください。

فارسی (Farsi)

برای دریافت تسهیلات زبانی بصورت رایگان با شماره فوق تماس بگیرید.

Diné Bizaad (Navajo): Wóda'í béésh bee hani'í bee wolta'ígíí bich'í' hódíílnih éí bee t'áá jiik'eh saad bee áká'ánída'áwo'déé nika'adoowol.

العربية (Arabic)

الرجاء الاتصال بالرقم المبين أعلاه للحصول على خدمات مجانية للمساعدة بلغتك

GCHJV5REN 0220

PROCUREMENT MEMORANDUM

TO: Judy Schmelzer, Associate Vice President, Business Services and Resource Management

THROUGH: Zaida Riollano, District Director, Strategic Sourcing and Procurement Service

FROM: Orlando Aponte, Procurement Contracting Officer

SUBJECT: RFP-2021-012-OA – GROUP VISION INSURANCE SERVICES

DATE: May 14, 2021

DS
ER

In accordance with Florida Statutes, Broward College released RFP-2021-012-OA – GROUP VISION INSURANCE SERVICES with the intent to select a vision care organization that has the ability to provide quality vision insurance to the College’s employees, retirees, and their families and provide an accessible network of quality providers. The objectives of this Request for Proposal (RFP) are as follows: seek proposals to maintain or enhance the existing benefit levels; minimize the cost of providing vision benefits for employees and dependents; and provide the College’s employees, dependents, and retirees with a network of quality providers, Including independent practice optometrists and retail chains.

Notices were sent to 112 prospective vendors using DemandStar, including 12 SDB/MWBEs. The College received eleven (11) proposals from the following vendors (in alphabetical order):

1. Aetna Life Insurance Company
2. Aflac Group (Continental American Insurance Company)
3. Ameritas Group (Ameritas Life Insurance Corp.)
4. Avesis Third Party Administrators, Inc.
5. Florida Blue (Blue Cross and Blue Shield of Florida, Inc.)
6. Humana Insurance Company
7. MetLife (Metropolitan Life Insurance Company)
8. Piazza Marketing LLC (Sun Life Financial Group)
9. The Standard (Standard Insurance Company)
10. UnitedHealthcare Insurance Company, Inc.
11. Vision Service Plan Insurance Company

Pursuant to Section 4.2 of the RFP document, the proposal from Piazza Marketing LLC (Sun Life Financial Group) did not meet minimum eligibility criteria resulting in proposal disqualification.

PROCUREMENT SELECTION COMMITTEES

MEMBER INFORMATION (Broward College Employee unless otherwise noted)	EVALUATION COMMITTEE		NEGOTIATION TEAM
	PHASE I REVIEW OF PROPOSALS	PHASE II INTERVIEWS AND PRESENTATIONS	PHASE III CONTRACT NEGOTIATIONS
Sophia Galvin, Executive Director, Talent & Culture	X	X	
Shannon Duarte, District Director, Employee Benefits	X	X	X
Rabia Azhar, Controller	X	X	X
Minina McKie, Associate Professor, Vision	X	X	

MEMBER INFORMATION (Broward College Employee unless otherwise noted)	EVALUATION COMMITTEE		NEGOTIATION TEAM
	PHASE I REVIEW OF PROPOSALS	PHASE II INTERVIEWS AND PRESENTATIONS	PHASE III CONTRACT NEGOTIATIONS
Lloyd Rhodes, President, The Rhodes Insurance Group (Consultant, non-voting)	X	X	X
Ruth Tickle, Vice President, Client Services & Compliance, The Rhodes Insurance Group (Consultant, non-voting)	X	X	
Florence Cestaro, Data Analyst, The Rhodes Insurance Group (Consultant, non-voting)	X		
Zaida Riollano, District Director, Strategic Sourcing and Procurement Services (non-voting)		X	
Orlando Aponte, Procurement Contracting Officer (non-voting)	X	X	X
Jeff Albright, District Director, Contract Negotiations (non-voting)			X

PHASE I – REVIEW OF PROPOSALS

The Evaluation Committee convened in a public meeting to review and evaluate the proposals received, and score and rank the proposals according to the evaluation criteria found in the RFP document.

Upon review of the proposals, the Evaluation Committee ranked proposals and selected the Proposers offering the best value to proceed to Phase II – Interviews and Presentations (in alphabetical order):

1. Aetna Life Insurance Company
2. Ameritas Group (Ameritas Life Insurance Corp.)
3. Humana Insurance Company

PHASE II – INTERVIEWS AND PRESENTATIONS

The Evaluation Committee convened to interview the shortlisted proposers (in alphabetical order) and evaluate the interviews and presentations according to the evaluation criteria set forth in the RFP document.

1. Aetna Life Insurance Company
2. Ameritas Group (Ameritas Life Insurance Corp.)
3. Humana Insurance Company

Upon evaluation, the Evaluation Committee scored and ranked proposers, and as a result, selected the Proposer offering the best value to proceed to Phase III – Contract Negotiations:

1. Humana Insurance Company

PHASE III – CONTRACT NEGOTIATIONS

The College’s Negotiation Team convened to conduct negotiations with the Proposer offering the best value to the College:

1. Humana Insurance Company

PROCUREMENT MEMORANDUM
RFP-2021-012-OA – GROUP VISION INSURANCE SERVICES

After conducting negotiations with the Proposer, the College's Negotiation Team considered award recommendation, and recommended contract award to Humana Insurance Company as providing the services encompassed by the solicitation RFP-2021-012-OA – GROUP VISION INSURANCE SERVICES while offering the best value and in the best interest of the College.



**REQUEST FOR PROPOSALS
RFP-2021-012-OA**

**GROUP VISION
INSURANCE SERVICES**

Release Date: January 29, 2021

Proposals Due Date: 2:30 p.m. ET on March 16, 2021

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

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PROPOSAL ORGANIZATION FORMAT AND SUBMITTAL CHECKLIST

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SECTION 1 - REQUIRED RESPONSE FORM

RFP #: RFP-2021-012-OA	RFP TITLE: GROUP VISION INSURANCE SERVICES			RELEASE DATE: FRI 01/29/2021
DUE DATE: TUE 03/16/2021	TIME DUE - AT OR BEFORE: 2:30:00 p.m. ET	NUMBER OF PROPOSAL COPIES REQUIRED: →	ORIGINALS: One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com . Complete Electronic Copy of Proposal must be in a single Adobe PDF File.

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

PROPOSER'S INFORMATION

Proposer's Name: _____

Street Address: _____

City and State: _____

Proposer Telephone: _____ Proposer Fax: _____

Proposer Toll Free: _____

Contact Person: _____

Contact Person's Address: _____

Contact Telephone: _____ Contact Fax: _____ Contact Toll Free: _____

Internet E-mail Address: _____ Internet URL: _____

Proposer Taxpayer Identification Number: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

Website: _____ Newspaper: _____ Other: _____

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal and I am authorized by the Proposer to do so; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposal (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the RFP, and any released Addenda and understand that the following are requirements of this RFP and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal _____ Date _____

Name of Proposer's Authorized Principal _____ Title of Proposer's Authorized Principal _____

NOTE: Entries must be completed in ink or typewritten in its original form, no changes are allowed to this form. This original Required Response Form must be fully executed and submitted with this RFP Submission.

SECTION 2 – INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

2.1 INTRODUCTION. Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community boasts more than 67,000 students and over 5,000 full-time and part-time faculty and staff, who represent more than 150 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides more than 140 programs in eight career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

As the College forges into its second half-century of service, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), Broward College has been named as one of the 10 finalists for the 2021 Aspen Prize for Community College Excellence. The Aspen Award is the nation’s signature recognition of high achievement and performance in America’s community colleges. This is the fourth time that the College has been selected for this national recognition among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

Awarded every two years since 2011, the Aspen Prize recognizes institutions that achieve strong student outcomes across four key areas:

- Teaching and learning
- Degree completion and successful transfer to four-year institutions
- Success in the workforce
- Equitable outcomes for diverse student groups

For more information, visit www.aspeninstitute.org.

2.1.1 Value Added College Partnerships. Broward College advances student success and enriches the community it represents through many initiatives. Utilizing the private sector and innovation, the ultimate public private partnerships will aid the College in achieving its goals.

- Promoting student faculty and staff engagement
- Creating a welcoming front door experience on our campuses
- Addressing, solving inequity, and helping students overcome barriers

The areas of focus for the current fiscal year include:

- Improving the student to advisor ratio,
- Embedding tutoring in courses with high failure rates,
- Establishing on-campus pantries to serve students facing food insecurity, and
- Engaging communities through Broward Up, the **UP stands for Unlimited Potential**, which addresses how the College can engage communities that need us most and ensure residents know a post-secondary education is attainable, available to everyone.

2.2 OVERVIEW. Broward College's Group Vision Plan has been provided through Humana since July 1, 2003. A description of the vision plan is attached in PDF file as ATTACHMENT P - VISION BENEFITS. Employees pay 100% of the cost of this benefit on a pre-tax basis.

2.3 PURPOSE AND OBJECTIVE. The College is releasing this Request for Proposal (RFP) with the intent to select a vision care organization that has the ability to provide quality vision insurance to the College's employees, retirees, and their families and provide an accessible network of quality providers.

The objectives of this Request for Proposal (RFP) are as follows:

- Seek proposals to at least maintain or enhance the existing benefit levels.
- Minimize the cost of providing vision benefits for employees and dependents.
- Provide the College's employees, dependents, and retirees with a network of quality providers, including independent practice optometrists and retail chains.

The effective date of the selected plan will be January 1, 2022.

2.4 SCOPE OF SERVICES. The services to be provided include, but are not limited to, the following:

- Efficient claim processing.
- Client and customer service.
- Administrative support.
- Timely and accurate experience reporting.
- Online access to view claims and providers.
- Online access to order contact lenses and/or frames
- Provide and promote eye health education and healthy lifestyles for all the College's members.

2.5 RFP CONTACT AND SUBMITTAL OF QUESTIONS.

Contact:	Orlando Aponte	Email:	oaponte@broward.edu
Telephone:	954-201-7897	Fax:	954-201-7330

Any questions concerning any condition or requirement of this RFP must be received via email to oaponte@broward.edu, with subject line to read **QUESTIONS-RFP-2021-012-OA** on or before the deadline date and time specified in SECTION 2.7 - TIMELINE. Any question(s) which require a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all plan holders who downloaded the solicitation on DemandStar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

2.6 CONTACT AFTER RELEASE (CONE OF SILENCE). Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member, or any other College employee after the release of the RFP and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

2.7 TIMELINE. The following are important pre-scheduled dates regarding the RFP, though all dates are subject to change, if required.

DATE/TIME	EVENT
January 29, 2021	Release of RFP
February 4, 2021	Written questions due in Procurement Services Department
March 1 – March 5, 2021	Spring Break (College Closed)
March 16, 2021	Proposals due on or before 2:30:00 p.m. ET Proposals due as specified in SECTIONS 1 and 2.8
TBD	PHASE I: Evaluation Committee Shortlist Meeting
TBD	PHASE II: Evaluation Committee Meeting(s) for Interviews/Presentations (if necessary)
TBD	PHASE III: Contract Negotiations (if necessary)
TBD	Anticipated Date to Post Award Recommendation

Any change to the above calendar dates will be posted on the Broward College Procurement Services website: <https://www.broward.edu/about/community/vendor/index.html>

2.8 SUBMITTAL REQUIREMENTS. The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com.

- Digital copies must not be larger than 100 MB for each document size and not the collection of them.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at support@demandstar.com or call (206) 940-0305

Proposers are requested to organize their proposals in accordance with SECTION 4 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in SECTION 4.

Proposals must be submitted as established in SECTION 2.7 - TIMELINE. Submittals received after this date and time will not be considered.

When submitting your proposal electronically through DemandStar at www.demandstar.com, please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

2.9 AGENT OF RECORD / AGENT PARTICIPATION. The College has designated Lloyd F. Rhodes of The Rhodes Insurance Group to act as exclusive broker/consultant in reference to the College's group insurance plans. In remuneration for all consulting/broker services provided, a flat 10% commission payable to The Rhodes Insurance Group is to be included in all proposals.

While not requested, per Florida Statute 624.1275, licensed insurance agents may submit proposals for consideration subject to inclusion of the remuneration above. Agents proposing must disclose all additional commission and/or bonus arrangements that are included in the proposed rates. The agent's resume, list of services to be provided, as well as references must also be included.

2.10 PROPOSER'S CONFERENCE. A Proposer's Conference for this solicitation will not be held.

2.11 RESERVATION OF RIGHTS. The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and obtain Best and Final Offers from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this RFP;
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the Proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract;
- c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses;
- d. Adopt all or any part of the Respondent's proposal;
- e. Negotiate changes in the scope of work or services to be provided;
- f. Award contracts to multiple Respondents;
- g. Withhold the award of Contract;
- h. Select the Respondent it deems to be most qualified to fulfill the needs of the College. The Respondent with the highest-rated financial proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

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SECTION 3 - SPECIAL CONDITIONS

3.1 CONTRACT TERM. The purpose of this RFP is to establish a contract beginning with contract commencement date and continuing for a period of three (3) years, or as agreed to in resulting contract.

3.1.1 Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the awardee, upon final College approval, be renewed for three (3) additional one-year periods subject to approval, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the selected awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College.

The terms, specifications, and conditions of this proposal and the agreement herein when completed and signed constitute the total agreement and no further conditions will be accepted unless in writing in the form of an Amendment to the original agreement and mutually agreed upon, approved, and signed by authorized College representative and the Vendor. Every covenant, term, provision, and agreement contained in this RFP and Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any provisions of this RFP shall be valid or effective unless in writing and signed by the parties hereto; no waiver of any breach or condition of this RFP shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

3.2 AWARD OF CONTRACT. The College will use the evaluation criteria stated in SECTION 5 to establish ranking. The College will recommend award to the top-ranked Proposer with whom a successful contract can be negotiated. Recommended awardee must be approved by the College's Board of Trustees before award is final.

3.3 PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

3.4 CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this contract shall be assigned to the College's Employee Benefits Department, hereinafter referred to in this proposal as Contract Administrator. The successful vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful vendor agrees that it will assign a replacement immediately.

3.5 TERMINATION / CANCELLATION CLAUSE. The College reserves the right to cancel this contract for non-performance in the event the Vendor does not perform within the terms, conditions, and specifications of the contract and this RFP by reference. Upon notification in writing by the College official responsible for the administration of the contract of the facts concerning non-performance, the Vendor will be notified of the problem and will have 10 days to correct such. If the vendor fails to correct the problem to the satisfaction of the College within the 10-day period, the College reserves the right to serve notice of cancellation to be effective within 30 days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services or re-issue the proposal, whichever is in the College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. The College has

the option to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

3.6 FAMILIARITY WITH LAWS. All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, Code of Federal Regulations (CFR), and all Civil Rights legislation. The contractor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time to time and any successor laws, codes, rules and regulations.

3.7 INSURANCE REQUIREMENTS. Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

- a. Commercial General Liability:
 - Each Occurrence \$1,000,000
 - Personal & Adv Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products – Completed Operations \$2,000,000Policy must contain contractual liability coverage.

- b. Automobile Liability Insurance
(if commercial autos will be used, including owned, non-owned and hired vehicles)
\$1,000,000.

- c. Professional Liability
 - Per Occurrence \$1,000,000
 - General Aggregate \$2,000,000

- d. Cyber Liability. If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.

- e. Workers' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>

- f. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.

- g. If any of the required policies provide coverage on a "claims-made" basis, then insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.

- h. The College **shall be named as an additional insured with reference to this RFP** as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RFP-2021-012-OA entitled GROUP VISION INSURANCE SERVICES from date of commencement to six (6) months after date of completion."

- i. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- j. All certificates must be addressed and sent to:
The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Fort Lauderdale, FL 33309
- k. All exclusions added by endorsement must be indicated.
- l. Certificate must be signed by an authorized representative.
- m. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- n. All policies must remain in effect during the performance of the contract. The vendor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor allow any subvendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subvendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with SECTION 2.5 – RFP CONTACT AND SUBMITTAL OF QUESTIONS.

3.8 LICENSING. The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to College representative. The Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida and shall provide copies of these licenses to the College upon request. Failure to maintain required licenses and permits shall be cause for termination.

3.9 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES. Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies include, but are not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities. All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

3.10 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE). Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is

hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a **“first priority”** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice-President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

- 3.11 SELLING, TRANSFERRING OR ASSIGNING CONTRACTS.** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the College. The Vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.12 CONFIDENTIAL INFORMATION.** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the College in connection with all Proposer’s responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07 F.S. Therefore, if the Proposer believes any of the information contained in its response is exempt from The Public Records Law, then the Proposer must in its response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the College will treat all materials received as public records.
- 3.12.1 From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss their proposal, or any part thereof, with any employee or agent of the College, unless allowed by the Procurement Services Department, in writing, for purposes of clarity only.
- 3.12.2 The Proposer is hereby notified that any part of the proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
- 3.13 CONFIDENTIALITY.** Awarded vendor acknowledges that certain information about the College’s personnel is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all “Personal Information”* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider’s own purpose or for the benefit of anyone other than the student, in each case, without student’s prior written consent; and (iii) not directly or indirectly disclose Personal Information to any person other than authorized College employees or as may be requested by government authorities.

At the request of the College, the awarded vendor agrees to provide the College with a written statement of the procedures the awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

*“Personal Information” means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses,

telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.14 WARRANTY AND ABILITY TO PERFORM.** The Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.15 SEVERABILITY.** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.15.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3.16 EQUITABLE ADJUSTMENT.** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.17 DEFAULT.** The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of 30 days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.18 PUBLIC ENTITY CRIMES.** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking

or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.

3.19 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. This solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this solicitation, the Vendor certifies its compliance with these sections.

3.20 SCOPE CHANGES. The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.

3.21 STATEMENT PER FLORIDA STATUTE 1010.04. In accordance with Florida Section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute Section 287.056.

3.22 E-VERIFY SYSTEM. Proposer shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of one (1) all persons employed by Proposer during the contract term to perform any duties within Florida; and two (2) all persons, including subcontractors, assigned by Proposer to perform work pursuant to this Contract. Proposers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

3.23 GENERAL PLAN PROVISION.

3.23.1 Retirees. Retirees and their eligible dependents are eligible to continue coverage for life. They can only elect to continue coverage at time of retirement and can only make changes during annual open enrollment. Covered eligible dependents of retirees are offered COBRA coverage after death of the retiree.

3.23.2 Waiting Period and Effective Date. Active employees shall become eligible to participate in the selected plan options on the first day of the month following 30 days of employment.

3.23.3 Leave of Absence. Employees on leave of absence may continue coverage subject to their payment of premiums. Employees who do not continue premiums will be terminated from the plan. However, once they return to work, they are reinstated without a waiting period. Leave beyond the 12 weeks of FMLA can be approved by the College President up to six months and by the District Board of Trustees for any leave exceeding six months.

3.23.4 Dependent Coverage. Eligible dependents shall include a covered employee's spouse (if not divorced or legally separated), domestic partner, natural born child(ren), stepchildren, adopted children or a child placed for adoption, foster children, and children of domestic partner. Coverage for children shall extend to the end of the calendar year in which the child reaches age 26.

3.23.5 Determination of Claim Liability. Final determination of any claim liability shall rest with the selected plan in accordance with the plan benefits and the outcome of a pre-established appeals process.

3.23.6 Plan Year Defined. The plan year shall be January 1 – December 31.

3.23.7 Billing. The selected vendor will need to send monthly invoices in alphabetical order by employee last name to the College.

- 3.23.8 Provider Networks. Vendor shall be responsible for maintaining an adequate and updated provider network. Vendor will be responsible to provide network updates to the College on a monthly basis, in addition to making the updates available online for employees as soon as they are available.
- 3.23.9 Printing Costs. Costs associated with the printing and mailing of plan booklets should be included in the monthly premiums.
- 3.23.10 ID Cards, Documents, Communications to Members. The Vendor shall provide identification cards, master plan documents, and communications regarding the network and claim review plan. Any general communications to all members must be approved by the College 14 days in advance of distribution.
- 3.23.11 Standard Reports. The Vendor shall include the following in the list of standard reports available without additional charges.
- Monthly paid claims, by network, non-network, by employee, by dependent.
 - Number of encounters type of service by employee, by dependent, by year.
 - Annual listing of selected providers' names and addresses and number of College members assigned to that provider.
- 3.23.12 Cost Proposal. A cost proposal form for this section is included as ATTACHMENT N – FULLY INSURED PREMIUM FORM (COST PROPOSAL) of this RFP. This completed form should be placed in TAB 25 of the proposal. The rate structure for the fully insured vision plan is a 3-tier basis:
- Employee
 - Employee Plus one
 - Employee Plus two or more

Multiple year rate guarantees for a minimum of three (3) to five (5) years are requested.

- 3.23.13 Vision Experience and Utilization. The vision experience, enrollment, and utilization are found in the files attached as part of ATTACHMENT Q – VISION EXPERIENCE AND UTILIZATION:

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SECTION 4 – SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, it is strongly recommended that proposals be organized in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Electronic submittals should be limited to not more than 100 pages (excluding covers, table of contents, section dividers and/or tabs). Dividers shall divide the sections TAB 1 through TAB 33. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 100 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process.

The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. The College reserves the right to not consider proposals not clearly identified, enumerated, and titled. Submittals received after date and time established herein in SECTION 2.7 – TIMELINE will not be considered.

4.1 GENERAL INFORMATION.

(1) 4.1.1	Title Page and Table of Contents	Include RFP number, date, subject, name of the Proposer, address, and telephone number. Include a clear identification of the material by section and by page number.
(2) 4.1.2	Letter of Transmittal	Include the legal name of the Prime Proposer's company as it is registered with the Florida Department of State Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), email address(es), and telephone number(s).
(3) 4.1.3	Acknowledgement of Released Addenda to RFP	<p>The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective Proposer's responsibility to verify they have received all released addenda and thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with proposal.</p>
(4) 4.1.4	W-9 Form	It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 Form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(5) 4.1.5	Notice Provision	<p>Following contract award, when any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.</p> <p>This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:</p>

To College: Judy Schmelzer, AVP, Business Services & Resource Management
Procurement Services Department – 2nd Floor
6400 NW 6th Way, Fort Lauderdale, FL 33309

With Copy To (College): Office of the General Counsel
111 East Las Olas Boulevard, Room 523
Fort Lauderdale, FL 33301

With Copy To (College Contract Administrator): Shannon Duarte
District Director, Employee Benefits
6400 NW 6th Way, Fort Lauderdale, FL 33309

To Proposer: (Proposer to Insert)

With Copy To (Proposer): (Proposer to Insert)

(6)
4.1.6

Vendor Conflict of Interest Form

The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee, or agent of company who is also an employee of College or an immediate family member of an employee of College. Proposer must submit ATTACHMENT G – VENDOR CONFLICT OF INTEREST FORM.

(7)
4.1.7

Litigation History

State whether any team member has been involved in any services related litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five years preceding the submission of this submittal. For each instance include the following information:

- a. the style/caption of the matter
- b. the case number
- c. the forum/venue of the action
- d. a description of the claim, action, or litigation
- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the company or any final judgment rendered against the company is satisfied within 90 days of the date that the judgment becomes final.

If “NO” litigation or regulatory action has been filed against your company(s), please provide a statement to that effect.

For companies with a parent or holding company or related subsidiary, submit requested information for all parties

Truthful and complete answers to this question will not disqualify a company from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the company for this project.

(8) 4.1.8	Letter of Insurability	Submit letter of insurability per coverage outlined in SECTION 3.7. Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in proposal submittal. Certificate of Insurance (COI) shall be provided only by awardee upon request within ten days of notification by the College.
(9) 4.1.9	Innovative Ideas	Please submit any creative/innovative ideas specific to the College which are used in comparable situations not already presented in this proposal.
(10) 4.1.10	RFP Deviations	Any deviations or exceptions to this RFP (to include all attachments) must be clearly identified here along with the specific reasons as to why a change is required as well as proposed corrective language. Any deviation from the specifications must be clearly noted in the Proposer's proposal. All decisions as to the acceptance of deviations are solely within the discretion of the College, and the College may reject any proposal as non-responsive if the College determines the deviation will have an undesired effect on the requested services.

4.2 MINIMUM ELIGIBILITY CRITERIA.

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification. Failure to submit the documents requested herein will also result in proposal disqualification.

(11) 4.2.1	Required Response Form	Submit REQUIRED RESPONSE FORM - SECTION 1 with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification.
(12) 4.2.2	Experience	A minimum of five years proven experience in providing group vision insurance services of similar size and scope.
(13) 4.2.3	Licenses/Authorization to Provide Services	Proposer must submit all active business licenses, registrations, and certifications as applicable, documenting Proposer is fully licensed to conduct relevant business in the State of Florida. Occupational/business licenses are required as applicable. If permitted, subcontractor licenses may be required during the developmental phase. Proposer must provide certification from the appropriate State offices that the company is authorized to provide the products and services requested in this RFP.
(14) 4.2.4	Questionnaire	Proposer must respond to <u>all</u> the questions contained in ATTACHMENT J - QUESTIONNAIRE. Electronic copies should be formatted with no encryption of the document.
(15) 4.2.5	Sample Contracts	Proposer must include samples of vision care agreements that are filed and approved by the state of Florida.

4.3 EXPERIENCE AND QUALIFICATIONS (Maximum 15 Points).

(16) 4.3.1	Letter of Interest	<ul style="list-style-type: none"> a. Submit a brief abstract, of no more than three pages, stating the Proposer's interest in the contract; overview of company qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract. b. The Proposer shall explain in detail why Proposer is interested and why company would be the best choice for the College. c. Letter shall include the year the company was established, summarize the company and their qualifications for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects. d. The company shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Letter of Interest after the signature. e. Brief description of company's present operations. Summary by narrative, or other means showing the Proposer's qualifications and experience.
(17) 4.3.2	Organizational Profile	<p>Identify the Prime Proposer responsible for all portions of this RFP. Include:</p> <ul style="list-style-type: none"> a. Current organization's name, addresses, telephone number, and fax number. b. The date that organization was established. c. The size of the organization. d. The number of years established in business, including operation under other company names, providing services same or similar as described herein. e. Number of years in business. f. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses, education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.
(18) 4.3.3	Account Management and Staffing	<p>Include organizational chart with local, district, and corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist the College in all activities associated with the service and maintenance of this account.</p> <p>Provide resumes for the proposed account managers and other key management and technical/administrative staff. Resumes should include education, experience, background, specific professional accomplishments, and any special qualifications.</p>
(19) 4.3.4	References	<p>All Proposers providing a response to this Solicitation shall have their clients submit directly to the College via email as indicated below, a completed PERFORMANCE EVALUATION SURVEY FORM (ATTACHMENT H) in PDF format. All forms must be received from your clients directly by the College by the due date as stated in SECTION 1 – REQUIRED RESPONSE FORM by 2:30:00 p.m. EST or through an addendum and/or change of calendar date in our website.</p>

At least three related PERFORMANCE EVALUATION SURVEY FORMS (ATTACHMENT H), preferably higher education clients, are required to be considered for the maximum solicitation points. If the College receives less than three completed forms directly from your client, points will be proportionally reduced.

Proposers must have their clients utilize the referenced Attachment for the reference's information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five years prior to the solicitation due date.

All references are to be emailed from your clients directly to the College to:

Procurement Contracting Officer: Orlando Aponte

Email: oaponte@broward.edu

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

4.4 ABILITY TO MATCH OR ENHANCE EXISTING LEVEL OF BENEFITS (Maximum 25 Points).

(20) 4.4.1	Benefit Description	Proposer must provide a detailed benefit description outlining the benefits proposed. The description should include the plan exclusions and definitions.
(21) 4.4.2	Network Forms	Proposer must complete the network forms provided in ATTACHMENT L – NETWORK SUMMARY and ATTACHMENT M – PROVIDERS REPORT.
(22) 4.4.3	GeoAccess Reports	Proposer must provide two separate GeoAccess reports consisting of two (2) providers within five (5) miles and two (2) providers within two (2) miles of employee's home zip code, broken out by: <ul style="list-style-type: none">▪ Ophthalmologists▪ Optometrists▪ Retail Outlets

4.5 SCOPE OF SERVICES PROVIDED / EFFICIENT SERVICE FOR CLAIMS AND BILLING (Maximum 25 Points).

(23) 4.5.1	Scope of Services	Proposer must provide a brief narrative addressing their ability to provide the services listed in SECTION 2.4. The College will also consider information provided in the responses to the ATTACHMENT J – QUESTIONNAIRE and responses from references when evaluating this section.
(24) 4.5.2	Quality Assurance	Submit a plan to provide quality assurance with the respect to all aspects of the group vision plans.

4.6 COST PROPOSAL (Maximum 25 Points).

(25)
4.6.1 **Cost Proposal** Proposer must complete the premium forms provided in ATTACHMENT N – FULLY INSURED PREMIUM FORM (COST PROPOSAL).

4.7 FINANCIAL CAPACITY (Maximum 10 Points).

(26)
4.7.1 **Financial Capacity** Respondents shall submit Dun & Bradstreet Number (D-U-N-S). The College will use the total of both the D&B Delinquency Predictor Score (formerly the Commercial Credit Score - CCS) and the D&B Failure Score (formerly the Financial Stress Score - FSS) reports in order to assess financial capacity of Respondent.

If your company is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.

D&B® Delinquency Predictor Score (DPS)

The D&B® Delinquency Predictor Score pertains to the likelihood that a business could make a late payment, go bankrupt, or have future payment failures.

Delinquency Score/Percentile	Delinquency Class	Evaluation Points
91-100	1	5
71-90	2	4
31-70	3	3
11-30	4	2
1-10	5	1

D&B® Failure Score®

The D&B® Failure Score also uses a 1 to 5 rating but pertains to the business's likelihood of financial stress – such as filing for bankruptcy – in a 12-month outlook.

Failure Score/Percentile	Failure Class	Evaluation Points
95-100	1	5
69-94	2	4
34-68	3	3
2-33	4	2
1	5	1

4.8 SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM (Maximum 10 Points).

(27)
4.8.1 **Supplier Diversity Small Business (SDSB) Program** The Proposer shall provide evidence, if certified, of its SDSB certification as defined in the College Policy 6Hx2-6.36 and shall indicate the SDSB group owning controlling interests in the company.

A copy of the SDSB Program approval letter should be included with all solicitations, whether participation is as a prime contractor or a subcontractor in order to receive the benefits of the SDSB Program Participation Criteria Points based on Proposer's documentation.

Proposer must submit a completed NON-DISCRIMINATION PROFILE (ATTACHMENT A2).

For more information and to download the College's SDSB Policy and Procedure, please visit:

Policy:

<https://www.broward.edu/legal/policies/Section%20Template/6Hx2-6.36.pdf>

Procedure:

<https://www.broward.edu/legal/policies/Section%20Template/A6Hx2-6.36.pdf>

The College recognizes certifications from several sources including: The State of Florida, School Board of Broward County, the Florida State Minority Supplier Development Council, Women Business Enterprise National Council, Broward County Government, Miami-Dade County Government, and Palm Beach County Government. Additionally, the College may impose size standard criteria as recommended by the Miller3 Consulting, Inc. study.

PRIME NON-SDB PROPOSERS MUST:

a. Submit a summary, a minimum of four paragraphs but no greater than two pages, on how the Proposer will assure Small Diverse Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers, and professional service providers.

b. Submit ATTACHMENT A3 - SUBCONTRACTOR/SUPPLIER CONTACT REPORT (FORM SDB-2) – lists all SDBs contacted regarding this project. SDB's must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, or CSBE) to be utilized on this project. Proof of certification is not required on this form.

c. Submit ATTACHMENT A4 - POTENTIAL SUBCONTRACTOR/SUPPLIER UTILIZATION REPORT – lists the SDBs to be utilized on this project. SDBs must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, or CSBE) to be utilized on this project. SDB percentage total must be included. Omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification is required for each company listed. Companies listed without the accompanying documentation will not be counted. Companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

The College is not a certifying agency. Omission of certification certificates from one of the certifying agencies for each company listed on ATTACHMENT A4 will result in loss of SDB Criteria Points.

Proposers will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors. Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

PRIME SDB PROPOSERS MUST:

SDB Proposers must submit proof of certification as Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, or CSBE) to be utilized on this project. Approved SDB Proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process.

The College is not a certifying agency. Omission of a certification certificate from one of the certifying agencies for each company listed on ATTACHMENT A4 will result in loss of SDB Criteria Points.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities. Proposers not utilizing certified Small Disadvantaged Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College’s Small Program.

SMALL DIVERSE BUSINESS

Proposers who are not SDB, or who do not utilize subcontractors who are certified SDB’s, will not receive any SDB Criteria Points

INCREASED PRIME SCORE POINTS FOR SDB PARTICIPATION

Table B: Percentage of SDSB Program Participation Criteria Points based on Proposer’s documentation.

SDSB Program Participation Percentage		% of SDSB Program Criteria Points	SDSD Program Score Points
Approved SDSB Prime Contractor		100%	10
Approved SDSB Subcontractor	41 - 49%	80%	8
	31 - 40%	60%	6
	21 - 30%	40%	4
	11 - 20%	20%	2
	5 – 10%	10%	1
Less than 5%		0%	0

4.9 ATTACHMENTS.

(28)
4.9.1

ATTACHMENT B - DRUG-FREE WORKPLACE CERTIFICATION

(29) 4.9.2	ATTACHMENT C - INFORMATION SECURITY AFFIDAVIT
(30) 4.9.3	ATTACHMENT D - NON-DISCLOSURE AGREEMENT
(31) 4.9.4	ATTACHMENT E - PUBLIC ENTITY CRIMES STATEMENT
(32) 4.9.5	ATTACHMENT F - NON-COLLUSION AFFIDAVIT
(33) 4.9.6	ATTACHMENT K - PROPOSER'S WARRANTY

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SECTION 5 - EVALUATION

5.1 PHASE I – REVIEW OF PROPOSALS. The Evaluation Committee (hereinafter referred to as the “Committee”) shall review and evaluate all proposals received for RFP-2021-012-OA, which meet or exceed SECTION 4.2 - MINIMUM ELIGIBILITY REQUIREMENTS, according to the following initial screening criteria:

CRITERIA SECTION		MAXIMUM POINTS
4.3	EXPERIENCE AND QUALIFICATIONS	15
4.4	ABILITY TO MATCH OR ENHANCE EXISTING LEVEL OF BENEFITS	25
4.5	SCOPE OF SERVICES PROVIDED/EFFICIENT SERVICE FOR CLAIMS AND BILLING	25
4.6	COST PROPOSAL	25
4.7	FINANCIAL CAPACITY	10
4.8	SDSB PROGRAM	10
TOTAL MAXIMUM POINTS:		110

- 5.1.1 The failure to respond, provide detailed information or to provide requested proposal elements in SECTIONS 4.3 through 4.8 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.
- 5.1.2 The Evaluation Committee will shortlist Proposers in PHASE I – REVIEW OF PROPOSALS. Proposers will be notified according to dates set herein in SECTION 2.7 – TIMELINE.
- 5.1.3 Shortlist Scores and Rankings. The Evaluation Committee will utilize the scores developed as a result of SECTION 5.1 to rank the Proposers individually, and then determine cumulative ranking results. The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of SECTION 5.1, will neither be considered, nor carried forth as part of the scores and rankings of SECTION 5.2.
- 5.1.4 Result of Review of Proposals. Based upon the results of the above SECTION 5.1, the College, at its sole discretion, may:
- a. Shortlist the top ranked Proposers (shortlist number to be determined by the Committee) for further consideration and/or interviews;
 - b. Recommend an award;
 - c. May reject all proposals received;
 - d. Waive any informalities;
 - e. Re-advertise/re-solicit proposals;
 - f. Reject all proposals without further action;
 - g. Accept or reject any proposal or portion of a proposal as deemed in the College’s best interest;
 - h. Invite one or more top-ranked Proposers to participate in contract negotiation phase and/or award; and/or
 - i. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.
- 5.1.5 Proposal Clarification. During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

5.2 PHASE II – INTERVIEWS AND PRESENTATIONS. In the event that the College chooses to interview recommended shortlisted Proposers in accordance with SECTION 5.1, the Committee shall interview the shortlisted Proposers in order to make an award or enter into negotiations. Scores and rankings as a result of SECTION 5.1 above will neither be considered, nor carried forth as part of the scores and rankings resulting from the interviews and presentations phase. Shortlisted Proposers will be interviewed against a set of standard questions and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

CRITERIA		MAXIMUM POINTS
A	UNDERSTANDING OF THE COLLEGE’S REQUIREMENTS	20
B	RELEVANT EXPERIENCE	20
C	UNIQUE QUALIFICATIONS	20
D	OVERALL APPROACH, METHODOLOGY, AND ABILITY TO PERFORM CONTRACT	40
TOTAL MAXIMUM POINTS:		100

5.2.1 The Evaluation Committee shall interview and evaluate the shortlisted Proposers, in accordance with the evaluation criteria and point schedule established in this PHASE II – INTERVIEWS AND PRESENTATIONS, based on the Proposers’ interviews and presentations, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond or provide detailed information or requested proposal elements in SECTION 5.2 may result in the reduction of points in PHASE II. The Committee will utilize the scores developed as a result of SECTION 5.2 to rank the Proposers.

5.2.2 Result of Interviews/Presentations. Based upon the results of SECTION 5.2 above, the College, at its sole discretion, may:

- a. Recommend award and/or negotiations to the top ranked Proposer(s);
- b. Recommend award to more than one top ranked Proposer;
- c. Reject all proposals;
- d. Re-advertise/re-solicit proposal;
- e. Reject all proposals without further action;
- f. Accept or reject any proposal or portion of a proposal as deemed in the College’s best interest; and/or
- g. Invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

5.3 AWARD. In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, the College, at its sole discretion, reserves the right to make an award as follows:

- a. Divide the work among Proposers;
- b. Award contracts for less than all services encompassed by this solicitation.

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SECTION 6 – CONTRACT NEGOTIATIONS

- 6.1 PHASE III - CONTRACT NEGOTIATIONS.** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in SECTION 5.2. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the Evaluation Committee recommends rejection of all proposals received.

Please note the College, at its discretion, may or may not change committee members for each phase.

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers;
 - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
 - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
 - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
 - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
 - f. Decline to conduct further negotiations with any Proposer;
 - g. Reopen negotiations with any Proposer;
 - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation

- 6.2 “SAMPLE” OR BASE CONTRACT FOR NEGOTIATIONS.** The enclosed “sample” contract (ATTACHMENT I) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 FINAL SELECTION AND NOTICE OF AWARD RECOMMENDATION.

- 6.3.1 The College will recommend for award of the contract, the responsive Proposer(s) as determined by the Negotiation Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award;
 - b. Re-advertise/re-solicit for proposals;
 - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.
- 6.3.3 The College reserves the right to:

- a. Select one or more Proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
- b. Divide the work among Proposers by type of service or geographic area, or both; and
- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 RESERVED RIGHTS AFTER NOTICE OF AWARD RECOMMENDATION.

- 6.4.1 Negotiations After Award Recommendation. The College reserves the right to schedule additional negotiation sessions with Proposer(s) identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those Proposer(s). This may include but not be limited to, site surveys to finalize the College's requirements.
- 6.4.2 Other Reserved Rights: The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other Proposers recommended in SECTION 5.2, at any time prior to execution of a contract.
- 6.4.3 The College's District Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended Proposer(s).

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SECTION 7 – GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the Contracting Officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information which is obtained other than by information herein or by Addenda shall not be binding on the College, and information, data, and documents made available by the College in connection with this solicitation have been provided solely and exclusively for information purposes and without representation, warranty, guarantee, or promise by the College, expressed or implied, with respect to accuracy, completeness or fitness or usability for any purpose. Respondent will at its cost perform due diligence, site evaluation and pre-construction activities at its cost and will rely solely and exclusively on the results of such activities and its experience and expertise and not on any statement, projection, estimate, description, information, data, or document furnished by the College. The College will deliver the leased property and project site to party awarded the contract as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, regarding the condition of the leased property or the project site or marketability, suitability for permitted use or value.
2. **AWARD.** In order to meet the needs of the College, award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the Vendor, extend the term for two (2) additional one-year periods and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. The College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of the College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the Vendor shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than seventy-two (72) hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent (5%) of the total amount of the proposal must accompany proposal. Bonding company must appear on U.S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, the Vendor shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at

<http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.

14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as the Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** The respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within thirty (30) days from the receipt of the order. The College may reject proposals that exceed delivery greater than thirty (30) days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation, and demonstration of use of all items ordered. If Installation is not required, the Vendor shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the Vendor until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the Vendor and return the product to vendor, at vendor's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, the College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by the College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. The Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g. winter holidays, spring break, summer flex week, etc.). Prior to delivery, the Vendor shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of ninety (90) days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** The respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at vendor(s) expense and acquired on the open market. Any increase in cost may be charged against the Vendor. Any violation of these stipulations may also result in:
- a. For a period of two (2) years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.
31. **LEGAL REQUIREMENTS:** The respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, the respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by the College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within thirty (30) days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of the College or an immediate family member of an employee of the College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. the respondent's proposal.
- In case of any other doubt or difference of opinion, the decision of the College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By submitting response to this solicitation, the respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a

period in excess of one (1) year. As such, the College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon thirty (30) days prior written notice to the Vendor. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

41. **USE OF OTHER CONTRACTS:** The College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
 - a. By the College: The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
 - b. By the Vendor: The Vendor agrees to indemnify, hold harmless and defend the College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Vendor, its agents, servants, and employees; the equipment of the vendor, its agents, servants, and employees while such equipment is on premises owned or controlled by the College; or the negligence of the vendor or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College's property, and injury or death of any person whether employed by the Vendor, the College or otherwise.
44. **SOLICITATION AND ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** The respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** The respondent is solely responsible for any and all costs associated with responding to this solicitation. The College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT AND LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State-owned building will not be exempted from the Florida Statute referencing sales and use tax. The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
 - a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the Vendor. The Vendor must provide documentation to the State.

Vendors by virtue of submitting a proposal agree to this condition.

49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of the College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of the College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any College contractor found in violation of this policy will be removed from the College's vendor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities, and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** The Vendor shall comply with any current or future sustainability and recycling program

established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award.

51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing company hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. The Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. The Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, the Contractor agrees to return payment to the College within thirty (30) days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. The Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and the bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to:

(1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within seventy two (72) consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for seventy-two (72) consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental website. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within seventy-two (72) consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the Vendor within seventy-two (72) hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon

termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE 283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be five percent (5%) if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the Vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE 287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be five percent (5%).
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM

A1 – SDSB PROGRAM PROCESS AND REQUIREMENTS

A2 – SDB NON-DISCRIMINATION PROFILE (FORM SDB-1)

A3 – SUBCONTRACTOR/SUPPLIER CONTACT (FORM SDB-2)

A4 – POTENTIAL SUBCONTRACTOR/SUPPLIER UTILIZATION (FORM SDB-3)

A5 – REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION (FORM SDB-7)

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SDSB PROGRAM PROCESS AND REQUIREMENTS

1. Vendor Non-Discrimination.

All vendors bidding on College contract opportunities must submit a Vendor Non- Discrimination Profile (ATTACHMENT A2).

2. Contract Compliance (Project by Project basis).

- a. Upon execution of a project under this contract with Broward College, the successful Proposer will utilize Subcontractor/Supplier Contact (ATTACHMENT A3) and submit Potential Subcontractor/Supplier Utilization (ATTACHMENT A4) when submitting solicitation packages and will become a part of the contract between the Proposer and the College.
- b. Report of Subcontractor/Supplier Utilization (ATTACHMENT A5) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on ATTACHMENT A5.
- c. ATTACHMENT A5 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
- d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Potential Subcontractor/Supplier Utilization (ATTACHMENT A4). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
- e. The successful Proposer will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the ATTACHMENT A5. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
- f. Failure of the successful Proposer to provide the specific SDB report by the specified date shall be sufficient cause for the College to:
 - Withhold approval of the successful proposal's invoices for progress payments,
 - Increase the amount of the successful proposal's retainage, or
 - Evoke any other penalties as stated in General Conditions of the RFP (**Nonconformance to Contract Conditions**).

3. The College's Responsibilities.

SDB Requirements in Contracts – Procurement Services, Facilities Management, and the Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3, and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal



**OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM**

ATTACHMENT A4

POTENTIAL SUBCONTRACTOR/SUPPLIER UTILIZATION

(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises subcontractors/suppliers to be used on this project.)

Company Name of Subcontractor/Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	SDSB Program Approval Letter	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount

Total SDB% _____

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____

Signature: _____ Date: _____

*SDB firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.



REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION
 Please Submit Report to: The Office of Supplier Relations and Diversity
 6400 NW 6th Way, Fort Lauderdale, FL 33309
 or Fax to: 954-201-7330
 (For questions completing this report call 954-201-7307)

ATTACHMENT A5

Company/Construction Manager/Contractor:							
Address:						Phone:	
Project Name:			For the Time Period of:		SDB Participation Goal (%):		
Is Contracting Company a Certified SDB (including Small Minority, Women and Disadvantaged firms) <input type="checkbox"/> Yes <input type="checkbox"/> No						Contract Value (\$):	
Type of Project: <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Construction Management <input type="checkbox"/> Other _____							
Subcontractor/Supplier Company Name	Contact Name and Phone Number	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	*Certification Agency Name <small>(attach copy of Certification)</small>	Scope of Work	NIGP Code	Monthly Payment	Amount Paid to Subcontractor/Supplier

*Broward College recognizes certifications from the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Development Center [Florida], Broward County Government, Palm Beach County Government and Miami Dade County Government.

The undersigned ensures that each entity listed above performs a commercially useful function as defined in the Small Disadvantaged Business Program of Broward College. The undersigned also affirms that all payments listed above are true and correct.		
_____ Signature of Authorized Principal	_____ Date	_____ Title / Telephone Number

BROWARD COLLEGE | RFP-2021-012-OA
DRUG-FREE WORKPLACE CERTIFICATION | ATTACHMENT B

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the College,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____
(Printed, typed or stamped commissioned name of notary public)

BROWARD COLLEGE | **RFP-2021-012-OA**
INFORMATION SECURITY AFFIDAVIT | **ATTACHMENT C**

I, _____ [Name], the designated signing manager for _____ [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

Initials _____ 1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report, we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

Initials _____ 2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

Initials _____ 3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

Initials _____ 4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All Employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

- I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.
- I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.
- I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM-SECURITY REQUIREMENTS

X _____
Title _____
Date _____

BROWARD COLLEGE | **RFP-2021-012-OA**
NON-DISCLOSURE AGREEMENT | **ATTACHMENT D**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:	The Board of Trustees of Broward College
By: _____	By: _____
Printed Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

BROWARD COLLEGE | **RFP-2021-012-OA**
PUBLIC ENTITY CRIMES STATEMENT | **ATTACHMENT E**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

A “public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See Section 287.133(1) (g), Florida Statutes.

“Convicted” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An “affiliate” means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

The Proposal hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past thirty six (36) months; or (2) any listing of the Proposal or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3) (f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

State Name of Convicted Applicant or Affiliate or N/A Here

Name of Company: _____

Address of Company: _____

Signature for the Company: _____

Title of Person Signing for the Company: _____

Signature of Witness: _____

Witness' Relationship to the Company: _____

BROWARD COLLEGE | **RFP-2021-012-OA**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT F**

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Proposer that has submitted
the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Proposal;
- (3) Such Bid is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or
indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection
with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection
with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any Proposer, company, or person to fix the price or prices in the attached
Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the
Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents,
representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)

(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:

_____ By: _____

 (Printed Name)

 (Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2021, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
Name(s) of individuals(s)
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

 (Name of Notary Public: Print, Stamp
 or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

 (Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: _____

BROWARD COLLEGE | **RFP-2021-012-OA**
VENDOR CONFLICT OF INTEREST FORM | **ATTACHMENT G**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** (check)

YES NO

If YES, please explain below:

PROPOSER'S COMPANY NAME: _____

Print Name and Title: _____

Signature: _____

***** See ATTACHMENT H on DemandStar *****

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

***** See ATTACHMENT I on DemandStar *****

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BROWARD COLLEGE | **RFP-2021-012-OA**
QUESTIONNAIRE | **ATTACHMENT J**

This form is to be completed and included in **TAB 14** of your proposal. Also include this form as an unencrypted file in Word format to be uploaded to DemandStar with your proposal submittal. All questions must be responded to. If a question is not applicable, please respond "N/A".

1. Provide a brief biography of the person(s) who will be responsible for ongoing service to the College along with contact information.
2. What percentage of the person responsible for ongoing service to the College will be devoted to the College? How many assigned clients in their book of business?
3. Is your company capable of providing the following reports on an annual basis? If not, please provide a description of reports the company can provide and their frequency.
 - a. Monthly paid claims, paid premium, and enrollment.
 - b. Plan utilization categorized by service.
 - c. Network utilization.
4. Please provide your company's website address and list the services and capabilities for employers and members available at that site.
5. If your website provides network directory information, how often is it updated for terminations and additions?
6. Are your vision plans accredited by an independent agency? If so, provide the name of the accrediting agency and the period covered by the accreditation.
7. Will you have personnel available to assist with open enrollment or informational meetings?
8. Please outline the type of enrollment assistance your company will be providing the College for annual open enrollment. Does your company provide virtual open enrollment and new hire presentations for employees? Please describe.
9. Is your company able to interface with Workday ERP to transfer employee eligibility and selections electronically through EDI feeds? If your company is not able to interface, please provide details of an alternate method.
10. Indicate the following summary client information.

	Broward	Miami-Dade	Palm Beach
Number of contracted commercial groups in excess of 1,000 covered employees	_____	_____	_____
Total number of commercial members	_____	_____	_____

11. Does your company own or lease the vision provider network? If the network is leased, please provide details of the company it is leased from.
12. Does your company anticipate any changes in the vision network in 2022/2023 other than normal turnover? If yes, please describe these changes in general.
13. What is the annual turnover rate of the providers in your network?
14. In what areas outside of South Florida does your company maintain a provider network that would be available to College members? Please review the census information provided and specify which of the listed zip codes are not included in your coverage area.

15. Is your company currently or in the near future undertaking any mergers, acquisitions, sell-offs, change of ownership, etc.? If yes, explain. Does your company, including any affiliates, subsidiaries, or principals of the company, have any pending legal actions with the State of Florida?
16. What are the most recent ratings for your company by A.M. Best? Has there been any downgrade in your ratings in the last two years?
17. Provide the name of the underwriting insurance company providing vision benefits.
18. Does your company provide a toll-free member service number that is available 24 hours a day? If not, what are the hours of operation?
19. Where is the location of your member service office?
20. Are summary plan descriptions and benefits summaries available online?
21. Will your company provide printed communication pieces? If so, please provide sample copies.
22. What communication materials (i.e., I.D. cards) are provided to the employee to identify them as a member? Please provide a sample.
23. Are there circumstances in which a participant's selection of discounted eyewear is limited to a portion of the total supply? Please elaborate.
24. Is there a limit on the number of services or supplies that can be purchased at the discounted price?
25. What services/functions will be made available to the College and its participants on the web portals?
26. Indicate the reasons for which a participating provider can be terminated and the number of occurrences within the past year.
27. Can a participant receive an eye exam at one provider and the glasses/lenses from a different provider?
28. Are you able to provide occupational coverage, safety lenses/eyewear, etc.?
29. What services are performed in your basic/routine eye exam?
30. What material is included in your standard lens benefit?
31. What material is included in your standard progressive lenses and your premium progressive lenses? Describe the criteria that establishes each tier for progressive lenses.
32. What material is included in your standard anti-reflective coating and your premium anti-reflective coating? Describe the criteria that establishes each tier for premium anti-reflective coating.
33. Describe the coverage/selection of contact lenses available to this client from your network. Indicate the type and extent of coverage for daily wear soft lenses, hard contacts, extended wear and disposable.
34. Does your plan require premiums be subject to pre-tax?

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BROWARD COLLEGE | **RFP-2021-012-OA**
PROPOSER'S WARRANTY | **ATTACHMENT K**

The undersigned person by the undersigned's signature affixed hereon warrants that:

- A. The undersigned is an officer, partner or a sole proprietor of the company and the enclosed proposal is submitted on behalf of the company;
- B. The undersigned has carefully reviewed all the materials and data provided on the company's proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct;
- C. The proposal offered by the company is in full compliance with the Minimum Qualifications, as set forth in this RFP;
- D. The company authorizes the College, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the company offering this proposal;
- E. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in the RFP other than the deviations noted;
- F. If this proposal is accepted, the contract will be issued as proposed.

Name of Company

Signature of Authorized Representative

Title of Authorized Representative

Date Signed by Authorized Representative

Please list the current number of **Vision** providers accepting patients by category by county. Include the **number of providers, not vision offices**. **If a provider has more than one office, he or she should be counted only once**. Include this form in TAB 21 of your response.

	Broward	Miami-Dade	Palm Beach
Optometrists	_____	_____	_____
Ophthalmologists	_____	_____	_____
Opticians	_____	_____	_____
Retail Chains	_____	_____	_____
Total Providers	_____	_____	_____

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***** See ATTACHMENT M on DemandStar *****

ATTACHMENT M – PROVIDERS REPORT – 11-2019 TO 10-2020 (in Excel format), contains a list of HUMANA vision providers for Broward College for the recent 12 months.

Please indicate in the last column labeled “In Network (YES or NO)”, which of the providers listed participate in your vision network.

Do not change the sort order of these lists, nor add additional providers to the list.

Include this information in TAB 21 of your proposal and also upload this document as an Excel format file on DemandStar with your proposal submittal. The Excel file should be submitted in a standard file format with an extension of .xls or .xlsx **with no encryption**. Files that cannot be opened may be deemed non-responsive.

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Vision Plan

Three Tier Premium

Monthly Premium

Employee

Employee Plus One Dependent

Employee Plus Two or More Dependents

The premiums listed above are guaranteed for:

1 year _____ 2 years _____ 3 years _____ 4 years _____ 5 years _____

Is there a rate cap for any renewal not guaranteed? If so, please provide details.

Value Added College Partnerships

Please submit any creative/innovative ideas in support of the College's goals as outlined in Section 2.1.1 – Value Added College Partnerships, of this solicitation document.

Value added submissions will not be considered in any of the scoring phases of the solicitation. Value added ideas will be considered with the awarded vendor.

Signature _____ Name _____

Title _____ Date _____

BROWARD COLLEGE | RFP-2021-012-OA
UNDERWRITING INFORMATION | ATTACHMENT O

Company	Humana					
Vision	2010	2011	2012	2013	2014	2015
Single	\$5.98	\$5.98	\$5.98	\$5.98	\$5.98	\$5.98
Single Plus One	\$11.96	\$11.96	\$11.96	\$11.96	\$11.96	\$11.96
Single Plus Two or More	\$22.25	\$22.25	\$22.25	\$22.25	\$22.24	\$22.24
Company	Humana					
Vision	2016	2017	2018	2019	2020	2021
Single	\$5.52	\$5.52	\$5.12	\$5.12	\$5.12	\$5.12
Single Plus One	\$11.02	\$11.02	\$10.24	\$10.24	\$10.24	\$10.24
Single Plus Two or More	\$20.48	\$20.48	\$19.05	\$19.05	\$19.05	\$19.05

For current census information, please request directly from the College to the RFP Contact Person listed in SECTION 2.5 and information will be provided securely.

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***** See ATTACHMENTS P & Q on DemandStar *****

ATTACHMENT P – VISION BENEFITS (see the two separate PDF documents in DemandStar)

- ATTACHMENT P1 – BROWARD COLLEGE 2021 VISION BENEFIT KIT
- ATTACHMENT P2 – CERTIFICATE OF INSURANCE 01-01-2020

ATTACHMENT Q – VISION EXPERIENCE & UTILIZATION (see the two separate PDF documents in DemandStar)

- ATTACHMENT Q1 – VISION CLAIMS AND MEMBERSHIP REPORT – 11-2017 TO 10-2020
- ATTACHMENT Q2 – VISION UTILIZATION BY SERVICE REPORT

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BROWARD COLLEGE | **RFP-2021-012-OA**
STATEMENT OF NO RESPONSE | **ATTACHMENT R**

STATEMENT OF “NO” RESPONSE

If your company will not be submitting a proposal to this Request for Proposal (RFP), please complete this Statement of “No” Response Sheet and return, prior to the Reply Due Date established within, to Orlando Aponte at:

BROWARD COLLEGE
Procurement Services Department
oaponte@broward.edu

This information will help the College in the preparation of future solicitations.

RFP Number: _____

Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

√	Reasons for “NO” Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the solicitation.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____