

# Joliet Junior College

# Request for Proposal

Flexible Spending Account (FSA) & COBRA

**RFP Released: July 13, 2021**

**Proposal Due: July 29, 2021**

**Coverage Effective Date: January 1, 2022**

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Insurance | Risk Management | Consulting

# I. Introduction

## A. Background

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 14,912 full time and part time students enrolled in Spring 2018 classes and 1,950 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district.

JJC has approximately 15,000 students per year enrolled in credit courses.

### **Vision Statement**

Joliet Junior College is the first choice for learning, working and cultivating pathways to prosperity.

### **Mission Statement**

Joliet Junior College inspires learning, strengthens communities and transforms lives.

## B. Purpose of RFP

Joliet Junior College's strategy is to conduct a detailed Request for Proposal ("RFP") which solicits proposals for the following employee benefits for eligible employees and dependents for Joliet Junior College: Flexible Spending Account and COBRA administration. Currently there are 211 participants in the Health Care Flexible Spending Account and 11 participants in the Dependent Care Flexible Spending Account. There were 69 COBRA notices sent in 2020 and 42 from January through May of 2021.

The reason for submitting this RFP at this time is that Joliet Junior College is looking for an innovative partner to manage their health care and dependent care FSA programs and COBRA.

### C. Effective Date

The effective date of the policies with Joliet Junior College will be January 1, 2022.

### D. Definitions

For purposes of this RFP, the term “Proposer” will mean the FSA/COBRA vendor submitting a proposal. The term “Contractor” will mean the “Proposer(s)” awarded a contract through the RFP process.

### E. Request for Proposal Schedule

Release RFP- Vendors contacted via email/ advertised	July 13, 2021
Last date/time for submission of written questions through the ESM sourcing solutions tool under the Q & A section.	July 19, 2021 by 9:00 a.m. CST
Responses to questions will be addressed through the ESM sourcing solutions tool under the Q & A section.	July 22, 2021 by 5:00 p.m. CST
Proposals must be submitted electronically through the ESM Solutions electronic sourcing site.	July 29, 2021 by 2:00 p.m. CST
Committee evaluates proposals	August 2 - 13, 2021
Notification of award	Mid-August 2021
Coverage Effective Date	January 1, 2022

### F. INSTRUCTIONS TO VENDORS

**ADVICE:** The department responsible for this RFP is the Business and Auxiliary Services department located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be Janice Reedus, Senior Director of Business & Auxiliary Services, telephone (815) 280-6640; fax (815) 280-6631.

Questions concerning this RFP will be answered if sent through the ESM sourcing solutions tool, under the Q & A section for the solicitation on or before **July 19, 2021** before 9:00 a.m. CST.

All questions and answers will be published on the ESM sourcing tool in the Q&A section by end of business day on **July 22, 2021**.

**SUBMISSION:** The submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed and hard copy proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). All proposals must be submitted electronically through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal.

A step-by-step [supplier registration guide](#) is posted to the college's website for your reference. [General supplier guides](#) are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

**Registration Link:**

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

**General Supplier Guide (ESM Documents):** <https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

**Supplier Registration Guide (JJC Document):**

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

Please note the electronic sourcing tool will allow you to attach supporting documentation.

RFPs not submitted in the format as instructed by this RFP will not be accepted.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.

Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Director of Business and Auxiliary Services or Joliet Junior College.

**ADDENDA:** The only method by which any requirement of this solicitation may be modified is by written addendum.

**PROPOSAL DUE DATE:** The proposal must be received through the ESM sourcing solution on or before 2:00 p.m. on **July 29, 2021**.

**INSURANCE:**

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

**TAXES:**

JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

**INDEMNIFICATION:**

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the supplier.

**DISCLOSURE:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

**TERM OF CONTRACT:**

Any contract, which results from this RFP, shall be for a period of three (3) year(s) from the date of the contract award. Assuming continued availability of funding; JJC may, at its sole option and with the consent of the supplier renew the contract for up to two (2) one(1)-year terms.

**BLACKOUT PERIOD:**

After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of bid submission requirements or any information pertaining to prebid conferences. Such vendors making such request shall email Janice Reedus, Senior Director of Business & Auxiliary Services, at [purchasing@jic.edu](mailto:purchasing@jic.edu). No vendor shall visit or contact any College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

**G. GENERAL TERMS AND CONDITIONS**

**Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.

**Purchase:** After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Senior Director of Business and Auxiliary Services.

**Right to Cancel:** JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

**Governing Law and Venue:** This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

**Dispute Resolution:** JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

**Costs:** All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

**Proprietary Information:** Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

### **Illinois Department of Human Rights Act**

The parties to any contract (inclusive of subcontractors) resulting from this RFP hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this RFP must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

### **Sexual Harassment Policy**

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

### **Illinois Criminal Code of 1961**

Responding vendors must not be barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

### **Business Enterprise Program (BEP):**

Minorities, Females, and Persons with Disabilities Participation and Utilization Plan:

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), [Business Enterprise Program \(BEP\)](#) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification. For applicable projects, vendors may be asked to submit a [utilization plan](#) and [letter of intent](#) that meets or exceeds the identified goal. If a vendor

cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

**Negotiation:** JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

**Award:** The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

**Retention of Documentation:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.

**Opening of Proposals:** Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

**Quantity:** There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However, the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

## H. FORMAT FOR RESPONSE

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

**All proposals must be submitted via email through the ESM Solutions' electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. See Submission information under Section F: Instructions to Vendors above for more information.**

### 1) Title Page

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

### 2) Table of Contents

Clearly identify the materials by sections and page number(s).

### 3) Letter of Transmittal



Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

#### 4) Scope Section

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

## I. EVALUATION

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include, but not be limited to, the following considerations:

- a) The quality and range of services the firm proposes to provide.
- b) The extent to which the goods or services meet JJC needs.
- c) The firm's overall experience, reputation, expertise, stability and financial responsibility.
- d) The vendor's past relationship with JJC, if any.
- e) The experience and qualifications of the staff that will be assigned to service JJC's account.
- f) The ability to provide service in an expedient and efficient manner.
- g) Quality and range of management reports
- h) Vendor's financial terms offered to JJC.
- i) The training options available.
- j) The total, long-term cost to JJC to acquire the vendor's goods and services.
- k) Business Enterprise Program (BEP) Certification or Utilization.
- l) Any other relevant factor that a private business entity would consider in selecting a supplier.

## J. SUPPLEMENTAL QUESTIONS

If the proposed product/service involves the usage, storage, or transmission of Joliet Junior College's stakeholder data, please respond to the following:

1. Describe your organizations approach to the management of information security and to securely managing client information.
2. Does your organization have an information security management policy?
3. How do you safeguard client information at your organization?
4. Does your organization have a comprehensive risk management structure for the management of client information?
5. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
6. List the type of documented information security policies that your firm has in place.
7. Has your organization implemented any ISO27001 (or similar) principles or requirements?
8. Has your organization experienced any information security breaches, ransomware, phishing, or malware incidents?

## II. RFP Questionnaire

### REFERENCES

The Proposer must submit a minimum of three client references that are similar in nature that can be used as references. Service provided to those customers must compare to that which will be required under this RFP. In addition, please provide a list of three clients who have terminated your services within the last three years. Include a full explanation of their reasons for terminating your services.

Include the following for each reference:

1. Customer Name
2. Name of Contact
3. Title of Contact
4. Telephone Number
5. Dates and types of services provided

### VENDOR SERVICE TEAM

1. Provide a brief history of your organization and detail your growth in Flexible Spending Account and COBRA services.
2. Where will our lead account team be located and what are the hours of operation for management and employees?
3. Who will be the primary liaison with Joliet Junior College and Gallagher? Provide a resume or an outline of this individual's experience and qualifications.
4. Indicate any third-party firms involved with your program and state their role(s).

### IMPLEMENTATION

1. Describe your implementation process and participant set-up resources.

### EMPLOYER SERVICES

1. What reporting will you provide Joliet Junior College?
2. Do you offer non-discrimination testing?
3. Do you offer plan documents/SPDs?

### EMPLOYEE EDUCATION

1. Do you offer employees/participants a website, app, telephonic support, email support, etc.?
2. Do you offer online enrollment or telephonic enrollment assistance?
3. What enrollment and communications materials do you offer?

4. Do you offer enrollment videos, webinars or meetings?

#### PLAN ADMINISTRATION AND ADJUDICATION

1. Describe your organizations substantiation process to ensure all medical expenses are valid IRS Section 213(d) expenses.
2. What situations are claims approved for reimbursement without substantiation?
3. Are you able to accept carrier claims files to allow for automatic rollover of claims?
4. Is there a minimum claim amount required for reimbursement?
5. Are you able to administer both a grace period and carryover?
6. Describe your processes for eligibility updates, including accepting file feeds from WorkDay.
7. Do you offer a debit card? If so, please provide an overview of the reimbursement process.
8. Describe your process for reimbursement from Joliet Junior College for claims processed under the plan?

#### COBRA

1. Will you provide any of the following notices: new hire general notice, COBRA notice and election, qualifying event notice, termination notice? Please disclose if any of the notices have an additional fee.
2. Explain your premium collection and remittance process.

#### FEES

1. Describe any monthly fees, implementation fees, renewal fees, debit card fees, etc.
2. What is your rate guarantee?
3. What performance guarantees are you willing to offer to Joliet Junior College as part of your proposal?
4. Please disclose any participant takeover fees.



# JOLIET JUNIOR COLLEGE

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## CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

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SIGNATURE OF CONTRACTOR/BIDDER

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TITLE

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DATE

THIS FORM **MUST** BE ELECTRONICALLY ATTACHED WITH YOUR RFP SUBMISSION.

## Gallagher at a glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations and claims processing.

As one of the largest insurance brokers in the world, Gallagher has approximately 700 offices in 33 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are – we're nearby.

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**Area Vice President | Higher Education Practice**

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