



**EARLY LEARNING**  
**COALITION**  
OF SOUTHWEST FLORIDA

**REQUEST FOR INFORMATION (RFI)**

**Brokerage Services for Health Insurance  
And Employee Benefits**

**Date Issued: 09/03/2021**

**Responses Due: 09/17/2021**

EARLY LEARNING COALITION OF SOUTHWEST FLORIDA, INC.  
**Brokerage Services for Health Insurance  
And Employee Benefits RFI  
09/03/2021**

**1.0 PURPOSE**

The Early Learning Coalition of Southwest Florida Inc is issuing a request for information (RFI) for health care brokerage services. The purpose is determining feasibility and to review the Brokerage Services that are available to determine if the Coalition should transition from our current vendor (LaRocca and Associates) to an alternate vendor.

The Coalition provides health insurance and group basic life insurance to full-time employees. Voluntary programs for employees include dental insurance, vision insurance and additional voluntary life insurance. In addition, the Coalition allows flexible spending accounts for medical care costs. The Coalition is currently a fully funded health insurance provider to their employees. The Coalition has a total 64 full-time staff in Lee and Collier Counties. Please visit our website [www.https://elcofswfl.org](https://elcofswfl.org) for additional background information.

**1.1 EARLY LEARNING COALITION OF SOUTHWEST FLORIDA, INC.**

In 1999, the Florida Legislature enacted the School Readiness Act (s. 411.01, F.S.), which consolidated each of the early childhood education and childcare programs into one integrated program of school readiness services. The Florida Legislature has currently authorized the Division of Early Learning (DEL) to administer both programs through the Early Learning Coalitions at the county or multi-county level. The Coalition assists parents of children birth to kindergarten by providing opportunities to enhance their child's educational success. The Coalition provide direct services to Collier, Glades, Hendry, and Lee counties.

**1.2 REQUEST FOR INFORMATION DEFINED**

The responses to this RFI does not constitutes a solicitation or offer of a contract. Responses are non-binding and are only used to gather information for budgetary and specification preparation purposes. This RFI may or may not lead to a competitive procurement. If an RFP is issued, then all vendors that responded to this RFI will be added to our source list and will be formally invited to propose.

**1.3 PUBLIC RECORDS NOTICE:** Any information you submit on your RFI will be part of the public record and available for public view if requested.

**1.4 RFI DOCUMENT FORMAT**

The following outline is offered to assist in the development of your response. You should include:

1. Company name, address, phone number and e-mail address of the contact person.
2. Short biography of the company including, size, location, number of years in business, number of customers and general products offered.
3. The response itself, should cover all questions in the Scope of Work.

**1.5 RFI DOCUMENT SUBMISSION**

All RFI's can be submitted electronically, via PDF file to the email or mail:

Wynetta Upshaw: [wynetta.upshaw@elcofswfl.org](mailto:wynetta.upshaw@elcofswfl.org) Subject Line: RFI Brokerage Services

Responses will also be accepted at the following address:

Early Learning Coalition of Southwest Florida Inc.  
Attention Wynetta Upshaw  
RFI Brokerage Services  
2675 Winkler Ave Ste 300  
Fort Myers, FL 33901

Responses to this RFI must be received no later than **5:00 pm, Monday, September 20, 2021**.

## **1.6 QUESTIONS REGARDING THIS RFI**

Any questions concerning this RFI should be emailed by noon, **September 13, 2021**, to [wynetta.upshaw@elcofswfl.org](mailto:wynetta.upshaw@elcofswfl.org); **Subject Line:** RFI Questions

Amendments to this RFI may be issued at any time prior to the time set for receipt of submittals. The Coalition will be all addenda on the Coalition procurement site <https://elcofswfl.org/request-for-proposals/>. It is the respondent's responsibility to check the website for posted addenda.

## **1.7 REIMBURSEMENT**

The ELC shall not be responsible for any costs incurred by any Vendor for any costs in conjunction with the preparation of their responses to this RFI.

## **1.8 RESPONSE MATERIAL OWNERSHIP**

All material submitted in response to this RFI becomes the property of the Early Learning Coalition of Southwest Florida except for software products that are made available for demonstration purposes and proprietary material.

**1.9** Applicants are **prohibited** from contacting Coalition personnel or Board members regarding this solicitation other than the contact person identified in this document. Any occurrence of a violation may result in the disqualification of the Applicant.

**1.10 Small and/or Minority-Owned Businesses.** Efforts will be made by ELCOFSWFL to utilize small businesses, women and/or minority owned businesses. Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration.

**1.11 Public Records Notice:** Any information you submit on your RFI will be part of the public record and available for public view if requested.

**1.12** An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from applying.

**1.13** Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.

**1.14** To be disqualified as an Applicant under this provision, the Applicant must have had a contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause.

**1.15 Accessible Electronic Information Technology** the Contractor hereby agrees that by entering into this PO/contract, Contractor will provide electronic and information technology resources in complete compliance with the Accessibility standards provided in [Rule 60-8.002](#), F.A.C. These standards establish a minimum level of accessibility. See s. 282.603, F.S.

**1.16** The Contractor hereby agrees that by entering this PO/contract, Contractor will, whenever practicable, collect, transmit and store PO, contract, program, and project-related information in open and machine-readable formats rather than in closed formats or on paper as provided in 2 CFR 200.335, Methods for collection, transmission and storage of information.

**1.17** The information will be evaluated by ELCOFSWFL staff who will then submit to the ELCOFSWFL Acting Board Chairman for approval.

**1.18** ELCOFSWFL reserves the right to reject any or all information and to select the firm which, in its judgment, best meets the needs of ELCOFSWFL.

**1.19** Results of the selection will be posted on ELCOFSWFL Web site [www.elcofswfl.org](http://www.elcofswfl.org) and at the ELCOFSWFL office at 2675 Winkler Ave., Suite 300 Fort Myers, FL 33901. Posting will be made within 48 hours of the selection.

## **2.0 SCOPE OF WORK**

1. Describe the teams experience with similar work performed for other non-profits. Provide a list of non-profit for which your firm provides services
2. Provide a listing of the insurance carriers, third party administrators, and other vendors with whom your firm bids and places contracts.
3. Describe the processes, tools, and resources your firm will use to help the Coalition evaluate, negotiate, and manage contracts with the following types of insurance carriers:
  - a) Medical insurance
  - b) Dental insurance
  - c) Vision insurance
  - d) Basic life insurance
  - e) Accidental death and dismemberment insurance
  - f) Voluntary coverage (i.e., Aflac)
  - g) Other carriers as requested.
4. Discuss if your firm charges fees for consulting and employee communication. Please indicate the basis of your charge (hourly, by project, etc.) and what typical charges may be.
5. Describe your proposed form of compensation (i.e., commission, annual retainer). If proposing a fee, please include your fee schedule and/or hourly rates.
6. Describe how your firm can assist with plan design changes for rebids and renewals.
7. Describe your firm's approach to meeting required renewal and approval deadlines.
8. Speak to the firm's response times for phone calls, voicemails, emails, etc.
9. Describe how your firm assists in facilitating employee meetings and annual open enrollment meetings?
10. Describe the system your firm uses for employees to enroll in various insurance plans. If an internet-based tool is used, please identify.
11. Describe your firm's abilities to provide COBRA benefit administration for the Coalition.
12. Identify any services within this proposal that you cannot provide.
13. Describe any other services your firm provide, including price information.

**3.0 LATE INFORMATION.** Information received at the office designated in the Request for Information after the close of business on the date specified therein will not be considered unless:

- a. They are sent by registered mail, or by certified mail, for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained; and it is determined by ELCOFSWFL that the late receipt was due solely to delay in the mail, for which the respondent was not responsible; or
- b. It is determined by the ELCOFSWFL that the late receipt was due solely to mishandling by ELCOFSWFL after receipt at ELCOFSWFL s' office, provided that timely receipt at the office is established upon examination of an appropriate date or time stamp (if any) of the office, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it.

Respondents using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such a receipt against the chance that it will be required as evidence that a late information was timely mailed.

The time of mailing of late information submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the respondent furnished evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows:

- a. Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the respondent which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or,
- b. An entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.
- c. Information may be delivered by hand.

#### **4.0 FINAL NOTICE**

The Proposer shall submit the Final invoice for payment to the ELCOFSWFL no more than 45 days after the PO/contract ends or is terminated. If the Proposer fails to do so, unless waived in writing by the ELCOFSWFL, all rights to payment are forfeited and the ELCOFSWFL will not honor any requests submitted after the above 45-day period. Any payment due under the terms of this PO/contract may be withheld until all reports due from the Proposer and any necessary adjustment(s) thereto have been approved by the ELCOFSWFL.

#### **5.0 FUNDING AVAILABILITY/ANNUAL APPROPRIATION.**

Pursuant to Section 287.0582, F.S., the ELCOFSWFL's performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn, or redirected by federal/state program funders, the ELCOFSWFL may terminate the PO upon no less than twenty-four (24) hours written notice to the Proposer. In the event the PO is terminated for lack of funding, the ELCOFSWFL shall pay the Proposer for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the PO's scoped transaction(s). The ELCOFSWFL shall be the final authority as to the availability of appropriated funds.

#### **6.0 MANDATORY REPORTING OF FRAUD/CRIMINAL ACTIVITY.**

The Proposer shall report to the ELCOFSWFL's Contract Manager (or other listed contact person) within twenty-four (24) chronological hours all suspected or known instances of Proposer's operational fraud or criminal activities relating to the PO/contract. In accordance with 45 CFR 75.113 (also 2 CFR 200.313), *Mandatory disclosures*, the Proposer and its approved sub-proposers must disclose in a timely manner and in writing to the ELCOFSWFL all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant program(s). The ELCOFSWFL is required to review and consider any publicly available information about the Proposer in the Federal Awardee Performance and Integrity Information System (FAPIS) <https://fapiis.gov>.

#### **7.0 NO CONTRACT SERVICES PERFORMED OUTSIDE THE USA.**

The Proposer and its sub-proposers and agents are prohibited from (i) performing any of the PO/Contract services outside the United States, or (ii) sending, transmitting, or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this PO/contract outside of the United States unless approved by the ELCOFSWFL in writing. The Parties agree that a violation of this provision will:

- a. Entitle the ELCOFSWFL to immediately terminate the PO/contract for cause upon email notice to the Proposer's Contract Manager.
- b. Result in immediate and irreparable harm to the ELCOFSWFL, entitling the ELCOFSWFL to immediate injunctive relief.
- c. Entitle the ELCOFSWFL to recover damages for the breach. These damages will include all reasonable costs incurred by the ELCOFSWFL for investigations, forensic investigations, data recoveries, notifications, and remediation.

#### **8.0 NOTIFICATION OF LEGAL ACTION**

The Proposer shall notify the ELCOFSWFL of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this PO/contract or that may affect the Proposer's ability to deliver the contractual goods/services, or adversely impact the ELCOFSWFL. The ELCOFSWFL's Contract Manager (or other listed contact person) will be notified in writing within twenty-four (24) continuous hours of Proposer becoming aware of such actions or from the day of the legal filing, whichever comes first.

#### **9.0 UNAUTHORIZED ALIEN(S)**

The Proposer agrees that unauthorized aliens shall not be employed. The ELCOFSWFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1342a). Such violation shall be cause for unilateral cancellation of the PO/contract by the ELCOFSWFL.

#### **10.0 RECORDS RETENTION**

The Proposer shall keep and maintain records ordinarily and necessarily required by the ELCOFSWFL to perform the scoped transaction(s) of this PO/ contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied, and final payments have been received/released. The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the office or its designees upon its request. The PO/contract may be unilaterally canceled by the ELCOFSWFL for failure or refusal by the Proposer to keep and maintain records as described herein.

#### **11.0 INFORMATION RESOURCE ACQUISITION**

The Proposer shall obtain prior written approval from the ELCOFSWFL Contract Manager (or other listed contact person) for the purchase of any Information Technology Resource (ITR) using funds from this contract. The Contractor agrees to secure said prior approval by means of an Information Resource Acquisition (IRA) form, available from the ELCOFSWFL.

#### **12.0 PROHIBITION OF PERIPHERAL DEVICES FOR CONFIDENTIAL DATA STORAGE**

The Contractor, its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the PO/contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed. Any peripheral devices used must meet the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of the PO/contract.

#### **13.0 RETURN OF DESTRUCTION OF CONFIDENTIAL**

Upon termination of the PO/contract for any reason, Contractor agrees to either return to the ELCOFSWFL or, if return is not feasible, to destroy all confidential information in whatever form or medium the Contractor received from or created on behalf of the ELCOFSWFL to include without limitation all backup tapes. This provision shall also apply to all confidential information in the possession of subcontractors or agents of the Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of confidential information. Contractor shall complete such return or destruction as promptly as possible, but not more than forty-five (45) calendar days after the effective date of the conclusion of the PO/contract. Within the forty-five (45) days, Contractor shall certify on oath in writing to the ELCOFSWFL that such return or destruction has been completed. If Contractor believes that ultimate destruction of the information is feasible but that to do so is not feasible or recommended to occur within the required forty-five (45) days, Contractor must contact the ELCOFSWFL's contract manager (or other listed contact person) and provide the basis for the delay. If the ELCOFSWFL's Contract Manager determines that it is in the best interest of the ELCOFSWFL to extend the time for return or destruction of the confidential data, the Contract Manager shall in writing notify the Contractor of the length of the extension and shall include the written notification in the ELCOFSWFL's official PO/contract file.

#### **14.0 RETURN OF FUNDS**

The Proposer shall return to the ELCOFSWFL any overpayments disbursed to the Proposer by the ELCOFSWFL due to unearned funds or funds disallowed pursuant to the terms of the PO/contract. In the event the Proposer or its independent auditor discovers an overpayment was received, the Proposer shall repay said overpayment within forty

(40) calendar days without prior notification from the ELCOFSWFL. In the event the ELCOFSWFL first discovers an overpayment was made, the ELCOFSWFL will notify the Proposer in writing of such occurrence. Should repayment not be made in a timely manner by the Proposer, the ELCOFSWFL shall be entitled to charge a lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the ELCOFSWFL's Contract Manager (or other listed contact person) and made payable to the ELCOFSWFL.

#### **15.0 PROTEST PROCEDURE**

Any unsuccessful bidder who is adversely affected by the Coalition's decision, concerning this procurement and wants to protest such decision, shall file a protest within 72 hours of the posting of the selection or after receipt of the notice of the Coalition's decision, the unsuccessful bidder must submit, in writing, a notice of protest to the Chief Executive Officer of the Early Learning Coalition of Southwest Florida, Inc. Within 10 days after filing the notice of protest, the unsuccessful bidder shall file a formal written protest detailing the reason for the protest. If the bidder is not satisfied with the response of the Coalition's Board, the bidder may present a written appeal to the Agency Clerk of the Division of Early Learning.

#### **Letters of protest should be addressed to:**

Marshall Bower, Coalition Acting Board Chairperson  
P.O. Box 7578  
Fort Myers, FL 33911-7578

Upon receipt of a protest, the Chairperson will convene a meeting of the ELCOFSWFL Executive Committee. The Executive Committee will notify all parties involved in the protest of the time and place of the hearing. Any affected party may present, in writing, a response to the protest for consideration by the Executive Committee.

## Appendix A

### RFI EVALUATION CRITERIA

This form has been designed to guide the RFI contractor evaluation committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor on a scale of 1-5; 1 being the least qualified and 5 being the best qualified.

	Insert Vendor 1	Insert Vendor 2	Insert Vendor 3
Was the information submitted by deadline?			
Was the information submitted in a presentable/professional manner (letterhead, contact info, etc.)?			
Was the information submitted clear and concise?			
Was the information responsive to the scope of work?			
Does the vendor have relative experience in the market?			
Is the estimate/cost the best value for the Coalition?			
Does the vendor have the capacity to fulfill the request?			
Does the vendor qualify as a women or minority owned business?			
<b>TOTAL:</b>			

## Appendix 2

### RFI TIMELINE\*

Action	Date	Time	Address
Request for Information (RFI) Advertise/Float	September 3, 2021	4:00 pm EST	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
Last date/time for submission of written questions	September 13, 2021	4:00 pm EST	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
Responses to written questions will be emailed	September 16, 2021	5:00 pm EST	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
RFI must be received no later than:	September 20, 2021	5:00 pm EST	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
Information will be opened by the Coalition	September 20, 2021	5:00 pm EST	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
ELCOFSWFL Staff reviews information	September 21, 2021	TBD	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
*Final Evaluation by Board	September 24, 2021	TBD	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
*Notice of Intent to Award	September 28, 2021	9:00 am EST	2675 Winkler Ave, Suite 300 Fort Myers, FL 33901
Anticipated Effective Date of Contract	October 4, 2021	N/A	N/A

**Public Records Notice:** Any information you submit on your RFI will be part of the public record and made available for public view upon request