

**Lincoln University
Lincoln University, PA 19352
Request for Proposal**

Bid #2518 "Employee Benefits Insurance Broker"

**Lincoln University
1570 Baltimore Pike
Vail Memorial Hall
Lincoln University, PA 19352
Attn: Lynn Scott, Purchasing Agent**

RFP Schedule

RFP Issued:	March 10, 2008
Pre-Proposal Conference	April 29, 2008
Written Questions Due	May 1, 2008
RFP responses due:	May 15, 2008
Selection Committee reviews responses:	May 18 - 20, 2008
Conduct interviews with selected firm(s):	May 22 – 23, 2008
Select broker/consultant:	May 17, 2008
Notification of bid award:	May 27, 2008
Notification of unsuccessful proposal mailed	May 28, 2008

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**REQUEST FOR PROPOSALS FOR
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES**

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified insurance brokers to provide brokerage and consulting services to Lincoln University (“Lincoln”) in support of Lincoln’s health and welfare benefits programs. Such services will include, but not be limited to: (1) reviewing and advising on appropriate insurance coverage; (2) marketing and placement of insurance, including issuance of requests for proposals, as required; (3) reviewing vendor contracts and evidence of coverage; (4) plan redesign to optimize the “cost of risk” associated with the different benefits; (5) assisting in the development of an effective wellness program for Lincoln; (5) coordinating with other Lincoln benefits service providers; (6) acting as a liaison and an advocate for Lincoln with insurance companies; and (7) assisting in developing and producing communications materials.

The benefit programs include group medical (including vision), dental, and life/accidental death and dismemberment (AD&D) insurance (including basic and voluntary coverage), short term and long term disability insurance, flexible spending accounts (FSAs), 403B retirement plan, and an employee assistance program. Lincoln will continue to place all broker/consultant work with a single broker, which would also market renewals of the FSA and EAP programs.

Lincoln currently contracts with several other service providers to support Lincoln benefits programs, including retiree database administrator, Worker’s Compensation insurance carrier, Unemployment benefit third-party administrator, FSA third-party administrator and EAP administrator with whom the broker/consultant will need to coordinate.

B. BACKGROUND

BACKGROUND

General

Lincoln University, the oldest historically Black university in the United States, was founded in 1854. The University provides a quality education and prepares its undergraduates and graduate students, on its main campus, its Graduate and Continuing Education Center, and through distance learning, to be leaders of the highest caliber. Lincoln educates more than 2,300 students each year. Lincoln has an annual budget of about \$59 Million.

Location

The University is located in Lincoln University, Pennsylvania, approximately 50 miles southwest of Philadelphia.

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The University’s Graduate Center campus in central Philadelphia is comprised of a six-floor office building. It currently houses the University’s Graduate School, and a number of for-profit and non-profit tenants.

Legal Status

The University is a 501 (c) 3 non-profit charitable corporation. It is a state-related University. The Commonwealth of Pennsylvania does not own the University but contributes a substantial amount of financial support each year to the operation and capital projects on campus. Lincoln University has the same status in higher education in Pennsylvania as the other three state related universities, Temple University, University of Pittsburgh, and Penn State University.

Current Plans and Providers

As of July 1, 2008, Lincoln will offer one Open Access and one HMO medical plan (including vision); one PPO dental plan; and a basic life/voluntary life and accidental death and dismemberment (AD&D) term insurance plan, a short term disability insurance plan, a long term disability insurance plan, flexible spending accounts (FSAs), a 403B retirement plan, and an employee assistance program. Also offered are IRC 125 flexible spending accounts for healthcare and dependent care

Approximately 450 full-time employees and their dependents are enrolled in the Lincoln - sponsored benefit plans. Retirees may enroll in the life insurance plan. All medical, dental, vision, basic life and AD&D, EAP and 403B retirement plan premiums are paid for full-time benefited employees according to the following schedule:

Type	Coverage	Monthly Employee	Monthly Employer	Provider Effective 7/08
Medical HMO				Aetna
	Single	\$15.00	The balance	
	All other	40%	60%	
Medical Open Access				Aetna
	All coverages	The Balance	HMO Monthly Employer Subsidy	
Dental PPO	Single	15%	85%	Delta Dental
	Family	The balance	Single Monthly Employer Subsidy	
Life – Basic	All Full-Time Employees	None	100%	Reliance Standard Life Insurance Company
Life – Voluntary	All Full-Time Employees	100%	None	Reliance Standard Life Insurance Company

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Type	Coverage	Monthly Employee	Monthly Employer	Provider Effective 7/08
Accidental Death & Dismemberment	All Full-Time Employees	None	100%	Reliance Standard Life Insurance Company
Short Term Disability	All Full-Time Non-Faculty Employees	None	100%	Reliance Standard Life Insurance Company
Long Term Disability	All Full-Time Non-Faculty Employees	None	100%	Reliance Standard Life Insurance Company
403B Retirement Plan	All Full-Time Employees	Voluntary up to IRS maximum	Mandatory 5% of salary guaranteed Additional employer match to employee contribution up to 5% of salary	TIAA-CREF

Currently, Lincoln health and welfare benefits are collectively bargained with the Lincoln University Chapter of the American Association of University Professors (LUC-AAUP). A Fringe Benefits committee, composed of members from each of four (4) employee bargaining units, and two (2) management representatives review the benefits status. Meetings are held as needed.

For additional information on Lincoln the scope of work for the selected broker/consultant, please see Exhibit A of this RFP.

For additional information on Lincoln health and welfare benefit programs and please see Exhibit D of this RFP.

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II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE

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B. PREPROPOSAL CONFERENCE

A Pre-proposal Conference will be held at 10:00 a.m. on April 29, 2008 at the Lincoln Main campus in the Board Room on the first floor of Vail Memorial Hall located at 1570 Baltimore Pike, Lincoln University, PA 19352. All times noted above and elsewhere in this RFP are in Eastern Daylight Savings Time Standard Time (EDST).

While participation in the Pre-proposal Conference is not a prerequisite for submitting a proposal, all prospective Proposers are encouraged to take part. Minutes or other record of the conference will not be disseminated, except where material changes to this RFP are made by Lincoln or answers to questions are deferred and later communicated as part of an addendum to this RFP.

C. WRITTEN QUESTIONS

Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing and received by Lincoln no later than 2:00 p.m., May 15, 2008. Written questions are to be: (1) mailed to Lynn Scott, Purchasing Agent at the address shown below for proposal submittal, or (2) e-mailed to lscott@Lincoln.edu **COPYING** Crouch@Lincoln.edu or (3) faxed to 484-365-8047, Attention Lynn Scott, Purchasing Agent.

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

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **2:00 p.m., May 15, 2008**. Any proposal received after this date and time, will be returned or set aside without consideration. It is the policy of Lincoln not to consider late offers.

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

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

2. Methods of Submittal

a. Physical Delivery

The proposal may be submitted in paper form in a sealed envelope marked “Proposal—RFP #2518” and delivered to:

Lincoln University
1570 Baltimore Pike
Vail Memorial Hall
Lincoln University, PA 19352
Attn: Lynn Scott, Purchasing Agent.

Proposals may be mailed, sent by private carrier or delivered in person during normal business hours, which are 8:30 a.m. to 5:00 p.m., Monday through Friday. Faxed copies will not be accepted. If submitting a paper proposal, the Proposer shall include one original and six (6) copies, plus an electronic file in Microsoft Word or pdf format on CD-ROM.

b. Electronic Delivery

The proposal may be submitted as a file attached to an e-mail message and sent to lscott@Lincoln.edu with the following inserted in the “subject” line of the e-mail: “Proposal—RFP #2518”. E-mailed proposals must be received by the specified deadline according to the internal clock of Lincoln server receiving the proposal.

While Lincoln will take reasonable precautions to prevent the premature opening of proposals submitted electronically, this cannot be guaranteed. Lincoln expressly reserves the right to open and inspect any incoming e-mail suspected of containing a virus. In addition, Lincoln cannot guarantee, and shall not be responsible for ensuring, that emailed proposals are not intercepted in transmission. If Lincoln cannot open a proposal file, or a file once opened is found to be unreadable, the Proposer will be contacted and permitted to re-send the file within a specified time.

Proposals shall be submitted by either physical delivery or electronic delivery or by a combination of these methods. If submitted by both paper and e-mail, Lincoln shall have the sole discretion to choose which to accept as the Proposer’s official submittal.

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III. GENERAL INSTRUCTIONS

A. LINCOLN CONTACT PERSON

Lincoln University
1570 Baltimore Pike
Vail Memorial Hall
Lincoln University, PA 19352
Attn: Lynn Scott, Purchasing Agent.
484-365-8051

B. ORAL COMMUNICATIONS

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

C. CHANGES TO RFP

If it is necessary to make material changes to the RFP, Lincoln will mail, fax or e-mail written RFP addenda to all recipients of record of the original RFP. Recipients of record are those parties that obtained a copy of the RFP directly from Lincoln. It shall be the responsibility of the Proposer to inquire of Lincoln as to any addenda issued. This may be done by calling the Purchasing Department at 484-365-8051 prior to the proposal-submittal deadline. All addenda issued shall become part of the RFP.

D. JOINT OFFERS / SUBCONTRACTORS

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

E. EXCEPTIONS / DEVIATIONS

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

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F. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the Commonwealth of Pennsylvania and, if applicable, in the local jurisdiction in which it is located or where the work will be performed. If a Proposer is a sole proprietorship or partnership, the Proposer must furnish with its proposal a copy of a current business license issued in Pennsylvania. If the Proposer is a corporation, it must be approved by the Pennsylvania Secretary of State to do business in Pennsylvania and must furnish with its proposal the corporate number issued by the Secretary of State.

G. PRE-CONTRACTUAL EXPENSES

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

Issuance of this RFP and receipt of proposals does not commit Lincoln to award a contract. Lincoln reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFP.

H. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending Lincoln a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by Lincoln and not withdrawn becomes an irrevocable offer available for acceptance by Lincoln immediately and for ninety (90) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

I. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of Lincoln and become public records after the award of contract, except for information identified by the Proposer as being proprietary (subject to the limitations in section IV) and which is eligible for nondisclosure under any applicable public records statutes.

J. IMMATERIAL DEFECTS IN PROPOSAL

Lincoln may waive any immaterial deviation or defect in a proposal. Lincoln's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

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K. STANDARD AGREEMENT

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with Lincoln. The Standard Agreement for professional services presented in Exhibit B of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal-evaluation process.

L. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement for an initial term commencing July 1, 2008 and ending June 30, 2009, unless terminated earlier in accordance with the provisions specified in Lincoln's Standard Agreement. Thereafter, Lincoln reserves the right, at its sole option, to renew the contract up to a maximum of four (4) additional one-year terms extending through June 30, 2013. Lincoln recognizes that marketing for the July 1, 2008 insurance renewal commences prior to the effective date of the Agreement, and these services are paid for during the corresponding contract period contingent upon Lincoln authorizing binding coverage with the insurance company(ies). The marketing for each subsequent year occurs in the same manner wherein the marketing occurs prior to the effective date of the Agreement's contract term. No agreement with Lincoln shall be in effect until a contract has been approved by the Vice President for Fiscal Affairs of Lincoln University and has been signed by both parties.

M. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of Lincoln.

N. USE OF LINCOLN EMPLOYEES' NAMES

The successful Proposer must agree not to use the names or addresses of Lincoln employees for any purpose not directly related to this RFP.

O. CONTRACTOR EVALUATION

During or at the conclusion of the contract, Lincoln will evaluate the contractor's performance. The results of this evaluation may be considered by Lincoln in evaluating future proposals from the contractor and may be shared with other parties considering engaging the contractor.

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IV. PROPOSAL FORMAT AND CONTENT

A. GENERAL

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

B. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any (Use Exhibit C);
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals;
- Non-Collusion Certificate (Use Exhibit D);
- Identification of any information contained in the proposal which the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under any applicable public records statutes or US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by Lincoln); and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

C. TABLE OF CONTENTS

Immediately following the introduction and cover letter, insert a complete table of contents for material included in the proposal, including page numbers.

D. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

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

2. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems,

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pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. The Broker must be licensed as an insurance broker or agent in the Commonwealth of Pennsylvania, with at least 5 years of experience providing services as outlined in this RFP. Provide a copy of the firm's license and that of the Broker that will be serving the account. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency. Provide a description of the minority content of your proposal or evidence of minority ownership.

3. Describe your firm's most noteworthy qualifications for providing the required services to Lincoln. Specifically highlight those qualifications that distinguish you from your competitors.
4. List all Pennsylvania Universities and other public agencies to which your firm has provided employee benefits insurance broker and consulting services.
5. Identify at least three (3) current and three (3) former clients Lincoln may contact as references and who can independently evaluate the Proposer's expertise in this area. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.
6. Identify all lost or terminated accounts within the past three years. For each account, identify the account's line of business, describe the services your firm provided, and state the reasons for the end of your working relationship.
7. Describe other lines of business in which your firm is engaged.
8. If your organization is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.
9. Describe your firm's policy on accepting contingent commissions, or any other sources of income, revenue, consideration, compensation or overrides, in connection with services provided to your clients. Describe your firm's disclosure policy.
10. Disclose any existing or potential conflicts of interest between the scope of work required by Lincoln and your firm's other business activities.
11. Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.
12. Describe the status of any legal claims pending or asserted within the last three years.

E. STAFFING AND PROJECT ORGANIZATION

1. Overview: This section should discuss the staff who would be assigned to service Lincoln's account, their projected levels of work, and their reporting relationships.
2. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, current job functions (including other accounts to which

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they are committed), proposed roles on Lincoln account team, and office location(s). Designate a principal of the firm who would be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

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

4. Estimate the number of hours to be devoted to Lincoln account by each key personnel member and break down by type of work.

F. WORK PLAN / TECHNICAL APPROACH

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

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

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

4. List all the names of the insurance companies that underwrite 30% or more of your firm’s book of business. Project whether you would approach the same markets on behalf of Lincoln’s account or source other markets.

G. FEE

1. Overview: This section should disclose all charges to be assessed Lincoln for the Scope of Work. Follow the format presented in Exhibit B, Addendum A (“Schedule of Payments”) of this RFP.

2. Quote an annual total fixed flat fee for completing all requirements outlined in the Scope of Work and break down the quote by the types of work to be performed.

3. Quote a separate annual total fixed flat fee for the optional work of developing and producing communications materials.

4. For all fees requested above, quote for the Initial Term and for each of the potential four (4) option years that may follow. The annual total fixed fees shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

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5. State your preference for how payments should be made (e.g., monthly, quarterly, semiannually).
6. The broker/consultant’s only permitted source of income, revenue or compensation earned or received in connection with Lincoln’s account is the annual total fixed flat fee paid by Lincoln. Any other source of income, revenue, consideration, or compensation, including, but not limited to, commissions and overrides received by the broker/consultant in connection with Lincoln’s account, must be disclosed and either remitted to Lincoln or subtracted from the fee receivable from Lincoln.

H. EXCEPTIONS / DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP, including the Standard Agreement presented in Exhibit B. If you wish to present alternative approaches to meet Lincoln’s work requirements, these should be thoroughly explained.

I. APPENDICES

1. Furnish as appendices those supporting documents (e.g., staff resumes) requested in the preceding instructions.
2. Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

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V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. GENERAL

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

B. EVALUATION PROCEDURES

1. Process

All proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated by an RFP Selection Committee in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers. The evaluators will then select a Proposer for award.

2. Request for Additional Information

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

C. EVALUATION CRITERIA

The award will be based in part on an analysis of the following criteria:

- Qualifications, experience, references of Proposer, and ability to carry out the Scope of Work;
- Staffing, Project Organization;
- Work Plan/Technical Approach;
- Fee;
- Minority Participation;
- Miscellaneous {exceptions/deviations, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere}

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

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D. CONTRACT AWARD

The contract shall be awarded to the responsible firm who best meets the RFP’s criteria in the opinion of the University.

It is the intent of Lincoln to award a single contract as the result of this RFP. However, Lincoln reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in its best interests.

The University reserves the right to negotiate with all qualified Vendors.

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EXHIBIT A

**SCOPE OF WORK
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES**

A. Contractor’s Responsibilities

1. Serve as designated insurance broker of record for Benefit Programs.
2. Negotiate and place employee Benefit plans as directed by the Vice President for Fiscal Affairs.
3. Analyze insurance proposals regarding appropriateness of coverage, maximizing plan effectiveness, minimizing plan cost, identifying alternative plan structures and presenting the results of such analysis to the appropriate parties. Advise Lincoln on potential gaps or overlaps in coverage.
4. Assist with setting up the renewals timing schedule annually. Assist with writing, reviewing, analyzing, and presenting Requests for Proposals during renewals. Provide side-by-side reporting for Lincoln review. Prepare and/or review and advise on contract renewals. Negotiate all insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed.
5. Analyze claim experience/financial development for all insurance coverages.
6. Prepare annual reports, in any reasonable annual format requested in advance by the Vice President for Fiscal Affairs, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding plan redesign or alternative structures, changes, modifications and/or Benefit enhancements. Assist Lincoln with Benefit Plan Design to contain cost and maximize benefit effectiveness.
7. Collect issues of interest regarding insurance status or developments for Vice President for Fiscal Affairs, prepare financial reports, interpret carrier reports, follow-up with carriers, and serve as the Vice President for Fiscal Affairs’ Benefit resource.
8. In accordance with parameters and criteria established by the Vice President for Fiscal Affairs, design a strategy for introducing wellness programs to Lincoln, develop vendor selection criteria, and conduct a selection process to procure such services.
9. In accordance with parameters and criteria established by the Vice President for Fiscal Affairs, make recommendations regarding various Benefit and insurance plans, insurance carriers, health maintenance organizations, administrators and Benefit service providers.
10. Review all insurance, Benefit and administrative service documents for accuracy and adherence to prior agreements (but not perform a legal review).

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11. Provide open enrollment support, including, but not limited to, developing timeline, assisting with the development of open enrollment materials and the determination of health fair attendees, and coordinating and participating in open enrollment meetings as reasonably requested.
12. Assist with budget projections on future costs of Benefit programs.
13. Review contracts with providers for accuracy in rates, Benefits, eligibility, and coverage definitions.
14. Review evidences of coverage (EOC) for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
15. Assist with claims and billing issues as requested.
16. Assist with the implementation/transitioning of carriers/administrators.
17. Alert Lincoln of legislative mandates and assist with compliance.
18. Prepare and release request for proposals as directed by the Vice President for Fiscal Affairs. Analyze insurance proposals according to criteria approved by the Vice President for Fiscal Affairs and present the results of such analysis to the appropriate parties.
19. In coordination with others, develop, produce and coordinate the printing and distribution of Benefits communication materials including two (2) newsletters per year and one (1) annual highlights booklets detailing insurance plans offered and eligibility requirements. Newsletters are mailed to all benefit subscribers and the highlights booklets are mailed to all benefit eligible employees (approximately 500 booklets).
20. Advise and assist Lincoln in evaluating and selecting among coverage alternatives such as plan coverage’s, deductibles, co-payments, out of pocket payments, etc.
21. The Broker must maintain an office with staff adequate to service the insurance program within 50 miles of either Lincoln University campus. A staff member must be available in such office, during normal business hours, who is familiar enough with the University insurance program to answer routine questions concerning claims, invoices, endorsements and similar matters.

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EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

PARTIES:

LINCOLN UNIVERSITY
("LINCOLN")

By: _____
[Name of College]

[College Address]

Attn: _____
[Contact name and phone number]
("College")

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE:

TERM OF AGREEMENT

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RECITALS

WHEREAS, Lincoln may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. SERVICES. The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. Lincoln shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by Lincoln and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of Lincoln.

<u>Name</u>	<u>Contractual Function</u>	<u>Estimated Hours</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. WARRANTIES. The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by Lincoln, free from defects in design. Lincoln's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to Lincoln, its successors, assigns, and users of the goods or services.

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- 3. FEES.** Lincoln shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. LINCOLN shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college Lincoln's are exempt therefrom. Payment shall be made by Lincoln's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
- 4. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.
- 5. TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof. Thereafter, Lincoln reserves the right, at its sole option, to renew the contract up to a maximum of four (4) additional one-year terms extending through June 30, 2013. Lincoln recognizes that marketing for the January 1, 2008 insurance renewal commences prior to the effective date of the Agreement, and these services are paid for during the corresponding contract period contingent upon Lincoln authorizing binding coverage with the insurance company(ies). The marketing for each subsequent year occurs in the same manner wherein the marketing occurs prior to the effective date of the Agreement's contract term.
- 6. TERMINATION OF AGREEMENT.** This Agreement may be terminated by Lincoln by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
- 7. DOCUMENTATION.** The Contractor agrees to provide to Lincoln, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to Lincoln in its use of the Services provided hereunder.
- 7. RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of Lincoln and may be copyrighted by Lincoln. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and Lincoln can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of Lincoln. During the term of this Agreement, certain information which Lincoln deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such

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Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in Lincoln's written records or stored on Lincoln's computer systems.

9. CONTRACTOR ACCOUNTING RECORDS. Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between Lincoln and the Contractor shall be maintained on an accounting basis acceptable to Lincoln and shall be available for examination by Lincoln or its authorized representative(s) during regular business hours within one (1) week following a request by Lincoln to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit Lincoln to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by Lincoln in writing.

10. RELATIONSHIP OF PARTIES. With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of Lincoln. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of Lincoln.

11. LINCOLN REPRESENTATIVE. The contact person set forth above or his or her designee shall represent Lincoln in the implementation of this Agreement.

12. WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases Lincoln from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by Lincoln's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall Lincoln be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if Lincoln has been advised in advance of the possibility of such damages. This shall constitute Lincoln's sole liability to the Contractor and the Contractor's exclusive remedies against Lincoln. Except for the sole negligence or willful misconduct of Lincoln the Contractor shall indemnify, hold harmless and defend Lincoln and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless Lincoln, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance,

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registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this Agreement. The Contractor, at its own expense, shall defend any action brought against Lincoln to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

13. INSURANCE. Without limiting the Contractor's indemnification of Lincoln and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to Lincoln to protect Lincoln from claims which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to Lincoln certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to Lincoln prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and Lincoln for bodily injury and property damage. Such insurance shall name Lincoln as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by Lincoln which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Professional Liability insurance in an amount not less than two million dollars (\$2,000,000) per incident. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following the termination of this Agreement.
- c) Workers' Compensation insurance with limits as required by the Labor Code of the Commonwealth of Pennsylvania and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

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d) Business Automobile liability coverage covering owned, non-owned, and hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per accident and aggregate. Lincoln shall be endorsed as an additional insured.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy Lincoln may have under law.

14. AMENDMENTS. This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.

15. ASSIGNMENT. This Agreement may not be assigned or otherwise transferred, in whole or in part, by either Lincoln or the Contractor without prior written consent of the other.

16. GOVERNING LAW. This Agreement shall be deemed to have been executed and delivered within the Commonwealth of Pennsylvania, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the County of Chester, Commonwealth of Pennsylvania and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

17. NONDISCRIMINATION. The Contractor hereby certifies that in performing work or providing services for Lincoln, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and Commonwealth of Pennsylvania anti-discrimination laws, including but not limited to the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.

18. EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.

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19. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, the non-prevailing party shall bear all attorneys' fees and costs.

20. AUTHORIZATION. The effectiveness of this Agreement is expressly conditioned upon approval by Lincoln 's Vice President for Fiscal Affairs.

21. SEVERABILITY. The Contractor and Lincoln agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by Lincoln. If funds to effect such continued purpose are not appropriated or available as determined in good faith by Lincoln, this Agreement shall automatically terminate and Lincoln shall be relieved of any further obligation.

23. NOTICE. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

24. CONFLICTS OF INTEREST. The Contractor certifies that it is currently under no outstanding agreement or obligation which conflicts with or prevents you from performing services under this Agreement, and that this Agreement does not constitute a breach of any obligation you have to a third party. Contractor further agrees not to enter into any such conflicting agreement during the term of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR:

LINCOLN UNIVERSITY

By: Vice President for Fiscal Affairs

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

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ADDENDUM A

SCHEDULE OF PAYMENTS

TOTAL FEES:	Service Fees	RFP Fees	Communication Fees
July 1, 2007 to June 30, 2008	\$	\$	\$
July 1, 2008 to June 30, 2009	\$	\$	\$
July 1, 2009 to June 30, 2010	\$	\$	\$
July 1, 2010 to June 30, 2011	\$	\$	\$
July 1, 2011 to June 30, 2012	\$	\$	\$

Total fees broken down in payment installments (e.g. monthly, quarterly, semi-annually):

\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

The Contractor’s only source of income, revenue or compensation earned or received by the Contractor in connection to Lincoln’s account is the annual total fixed flat fee paid to the Contractor by Lincoln. Any other source of income, revenue, consideration, or compensation, including, but not limited to, commissions and overrides received by the Contractor in connection to Lincoln’s account, must be disclosed and reimbursed back to the Lincoln.

Lincoln recognizes that marketing for July 1, 2008 insurance renewals commences prior to the effective date of the Agreement, and these services are paid for during the corresponding contract period contingent upon Lincoln authorizing binding coverage with the insurance company(ies). The marketing for each subsequent year occurs in the same manner wherein the marketing occurs prior to the effective date of the Agreement’s contract term.

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EXHIBIT C

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number Dated

Signed:

Title:

Printed Name: _____ Date: _____

Company:

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EXHIBIT D

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____ In the County of _____, and the State of _____ of full age, being duly sworn according to the law on my oath, depose and say that:
I am _____ of the firm of _____

(Title or Position)

Bidder making the proposal for the above-named contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into an agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Lincoln University relied upon the truth of the statements contained in said proposal and in this affidavit in awarding the Contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except bonafide employees or bonafide established commercial or selling agencies maintained _____.
(Name Of Vendor)

Authorized Signature:
Name of Signatory:
Company Name: _____
Address:

Telephone: _____ Fax _____
Email Address:

Date:
Subscribes and Sworn to before me this
Day of _____

(Signature of Notary Public)

Notary Public of _____

My Commission Expires _____ 20 ____