REQUEST FOR PROPOSAL

*RFP No.: 769-18-0112MA*

*Title: Voluntary Benefits Plan Broker*

Proposal Submittal Deadline:  *February 21, 2018, 2:00 PM Local Time*

Prepared By:
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Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
January 19, 2018
REQUEST FOR PROPOSAL

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SECTION 1
INTRODUCTION

1.1 UNTS SYSTEM DESCRIPTION

UNTS of North Texas System (UNTS) is seeking proposals for a consultant/broker for our voluntary insurance benefits. UNTS is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in Downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations including each main campus as well as Frisco and Downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 BACKGROUND

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.
SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., Local Time on February 21, 2018 (the "Submittal Deadline").

2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact ("UNTS Contact"): Michael J. Abernethy, Senior Director for Procurement Services

UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to UNTS Contact via the following link: https://www.untsystem.edu/bid-inquiry.

UNTS Contact must receive all questions or concerns no later than 5:00 PM Local Time on January 30, 2018. It is UNTS’s intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern. Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly suggested to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer(s), if any, selected by UNTS in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the best value to UNTS taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as the "Contractor." UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of UNTS with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the Services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address in your response each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- Vendor’s reference providing services at similar institutions
- Qualifications of individuals that will be core representatives for this account
- Corporate Structure/background
- Project implementation methodology and timeline
• Fees, if any, that the UNTS will be responsible

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>January 19, 2018</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>January 30, 2018</td>
</tr>
<tr>
<td>Addendum Published w/Answers</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>February 21, 2018, 2:00 PM Local Time</td>
</tr>
</tbody>
</table>

(Ref. Section 2.1 of this RFP)

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses.

The UNTS has determined that a Hub Subcontracting Plan is not required with this RFP.

2.6 Pre-Submittal Conference (Not Used)
SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

For submission of competitive solicitation responses, UNTS does not consider electronic signatures to be valid therefore the original signature must be a “wet signature.”

In addition to the original proposal, Proposer must submit one (1) complete copy of the entire proposal electronically on a USB Flash Drive. The USB Flash Drive must include a protective cover and be labeled with Proposer’s name and RFP number.

3.2 Submission

Proposals must be received by UNTS on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

University of North Texas System
Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, TX  76205

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container).

Proposals submitted via facsimile or other electronic means will not be accepted unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS’s acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5. If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1 Specification Section 5);
3.4.1.2 (Not used);
3.4.1.3 Proposal Requirements (ref. APPENDIX ONE);
3.4.2 UNTS anticipates entering into a contract with the Contractor in substantially the form of the attached Sample Agreement.

3.5 **Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then UNTS may reject the proposal:

3.5.1 Signed and Completed *Execution of Offer* (ref. Section 2 of **APPENDIX ONE**)

3.5.2 (Not Used)

3.5.3 Responses to *Proposer’s General Questionnaire* (ref. Section 3 of **APPENDIX ONE**).

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)

3.5.5 Responses to evaluation criteria.

3.6 **Response requirements**

Proposers shall ensure that they address the following requirements in their bid response:

3.6.1 A listing of at least three (3) references for clients in higher education similar in size to the UNTS. Listing must include contact name, institution, phone number, email address, and how long you have had the account.

3.6.2. A schedule of fees, if any, that the UNTS would be responsible for.

3.6.3 A listing of the individuals who would comprise the primary vendor representatives with whom the UNTS would regularly interact. Included should be the credentials and experience of each representative as well as their tenure with your company.

3.6.4 An outline of your corporate structure which should include a background, an organizational chart, and office locations primarily those that would be servicing this account.

3.6.5 A detailed outline of your project implementation methodology including a timeline. Please include in this submittal all integrations and types, i.e. web service or other API that would be needed. Please make sure to highlight in this submittal expected activities that the UNTS will be responsible for accomplishing.
SECTION 4

GENERAL TERMS AND CONDITIONS

UNTS’s standard purchase order terms and conditions may be found at: https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a SAMPLE UNTS of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard purchase order terms and conditions or those included in the sample agreement, those exceptions should be stated and located in a separate section of the proposal marked “Exceptions.” Proposers are advised that should UNTS not accept a stated exception it may result in disqualification of your proposal.

4.1 **Term.** UNTS intends that the term of the contract resulting from this RFP shall be for two (2) years with options to extend for two (2) additional one (1) year terms by mutual consent. Either party may terminate after year one without penalty by giving at least 180 days’ notice to the other party.
Section 5

**SCOPE OF SERVICES**

5.1 **VENDOR MINIMUM REQUIREMENTS**

Awarded vendor must and adhere to all federal and state compliance requirements as it relates to the voluntary benefit programs. Selected firm must be a licensed insurance broker in the State of Texas, able to provide consulting services for voluntary benefits and enrollment services. Awarded firm shall have no less than two (2) years of experience in the insurance industry.

5.2 **BACKGROUND**

Currently, the University of North Texas System (UNTS) Human Resources Department supports all UNT entities, which includes University of North Texas (UNT), University of North Texas Health Science Center (UNTHSC), University of North Texas at Dallas (UNTD), University of North Texas Systems Administrative Offices. The estimated number of employees across these entities is 10,000.

We follow Texas Insurance Code, Chapter 1551 by utilizing the Texas Employees Group Benefits Program (GBP) through the Employees Retirement System of Texas set forth by Texas Legislation as our employees’ benefit program. The GBP currently provides health, dental, vision, disability, term life, accidental death and dismemberment, flexible spending accounts, health savings account, and other benefit options. However, it does not provide some voluntary benefit programs that would be beneficial to the employees of the University of North Texas System.

5.3 **Specifications**

In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as UNTS, is accepting proposals and intends to enter into an agreement with a vendor that specializes in voluntary benefit programs in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The insurance broker or benefits consulting firm would assist with strategically planning, designing including website, and negotiating the best coverage and cost for our employee voluntary benefit programs that include, but not limited to; accident insurance, critical illness insurance, long term care, cancer insurance, legal assistance, emergency loan program and identity theft protection. The resulting pricing, terms and conditions shall be extended to the employees and retirees of the University of North Texas (UNT), the University of North Texas Health Science Center (UNTHSC), University of North Texas at Dallas (UNTD) and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.
5.4 DELIVERABLES

UNTS Human Resources is seeking professional assistance to plan, design, negotiate costs, and manage the voluntary benefits programs at no direct cost to UNTS. Deliverables include:

a. Manage all aspects of the voluntary benefit programs, i.e. employee enrollments, secure file feeds for payroll deductions for active employees, and direct bill or EFT for terminated or retired employees at no charge to UNTS.

b. Negotiate the best coverage and cost for our employees.

c. Provide annual reviews of the voluntary benefit programs for quality of benefits provided, cost effectiveness, competitiveness, and plan administration.

d. Monitor ongoing contracts, including plan administration, compliance with contract, and incurred claims.

e. Issue a written notice or report of anticipated insurance and renewal terms, analysis of market conditions, premium changes, and recommendations for renewal not less than 90 days prior to renewal or change.

f. Provide online portal for benefit information, employee online enrollment, and benefit coordinator/HR access.

g. Provide services for payroll deduction for employees and direct bill options for retirees.

h. Assist in the design of employee benefit communications as it relates to the voluntary benefit programs at no cost to UNTS.

i. Participate in benefit fairs and annual enrollment sessions.

j. Provide a key contact person to be available to answer questions and resolve issues that may arise during the plan year regarding the voluntary benefit programs, contract administration, and service provisions.

k. Be available to meet with the HR Benefits staff, or any other official of UNTS as needed.

l. Other potential offerings for future would include funding resources for wellness program implementation above what is currently being offered through the State of Texas to employees enrolled in HealthSelect of Texas.

m. Selected firm will be required to provide sufficient resources to support UNTS with the plan offering requested herein, a customer service level for same day or not later than next business day as the primary contact with the UNTS benefits manager no less than one time per every two-week period during the months of September through January of each year.

n. Perform other related consultation services as needed or requested.
APPENDIX ONE

AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

UNTS is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS's Bid Opportunities
Web Page located at:  https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities.

Proposers are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from UNTS is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to UNTS, so that if UNTS issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that UNTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials if those materials are marked “Confidential and Proprietary” and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4 Type of Agreement

(See attached sample UNTS Services Agreement)

1.5 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

UNTS may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UNTS may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, UNTS will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At UNTS’s sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer’s best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

UNTS reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of UNTS. Proposer is hereby notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer’s acceptance of [a] the Proposal Evaluation Process (ref. Section 1.5 of APPENDIX ONE), [b] the Criteria for Selection (ref. 2.3 of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this RFP; (2) UNTS issues this RFP predicated on UNTS’s anticipated requirements for the Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer’s ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria.

1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS’s best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS’s sole discretion.

1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by UNTS, in its sole discretion.

1.10 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Schedule (ref. Section 3.6.2 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer’s General Questionnaire

Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.12 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by UNTS, in its sole discretion.

1.13 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. Section 2.5 of the RFP.)

Upon Proposer’s request and at Proposer’s expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received...
after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
SECTION 2
EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER’S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, UNTS of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2 By signature hereon, Proposer offers and agrees to furnish the Services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity
that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of UNTS of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

2.8 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov’t Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.

By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.

If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _______________________

If Proposer is a Corporation, then Proposer’s Corporate Charter Number: _____________

RFP No.: ____________________, Title: ______________________________________
NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)
SECTION 3
PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile
3.1.1 Company’s Legal Name:

__________________________

Address of principal place of business:

__________________________

__________________________

Address of office that would be providing service under the Agreement:

__________________________

__________________________

Number of years in Business: ______________________

State of incorporation: ______________________

Number of Employees: ______________________

Annual Revenues Volume: ______________________

Name of Parent Corporation, if any ______________________

Are you a certified Historically Underutilized Business (HUB)? (circle one) YES NO

If “Yes”, please indicate the issuing authority and a include copy of your certificate.
SECTION 4
ADDENDA CHECKLIST

Proposal of: ____________________________ (Proposer Company Name)

To: University of North Texas System

Ref.: Voluntary Benefits Plan Broker

RFP No.: 769-18-0112MA

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

Note: If there was only 1 Addendum, initial just the first blank after No. 1, not all 5 blanks below.

No. 1 _____  No. 2 _____  No. 3 _____  No. 4 _____  No. 5 _____

Respectfully submitted,

Proposer: ____________________________

By: ____________________________

(Authorized Signature for Proposer)

Name: ____________________________

Title: ____________________________

Date: ____________________________
SAMPLE SERVICE AGREEMENT

Effective Date:

University:

University Address: Attn:

Contractor:

Contractor Address: Attn:

Services: The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date:

Compensation:

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall
begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon 30 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to:

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

7. FERPA. If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

8. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

9. Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise
against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, 
retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have 
the exclusive responsibility for the payment of all such taxes and arrangements for insurance 
coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service 
or any other governmental agency should question or challenge the independent contractor status 
of Contractor, the parties hereto mutually agree that both Contractor and University shall have 
the right to participate in any discussion or negotiation occurring with such agency or agencies, 
regardless of by whom such discussion or negotiation is initiated.

11. **Non-Waiver.** No failure by either party to insist upon the strict performance 
of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy 
shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each 
and every covenant, condition, agreement, and term of this Agreement shall continue in full force 
and effect with respect to any other existing or subsequent breach.

12. **Indemnity.** Contractor agrees to indemnify and hold harmless University 
and its regents, officers, agents, and employees, from and against any liability, losses, or 
damages it may suffer as a result of claims, demands, causes of action, costs, or judgments 
against it arising out of Contractor's arising out of any act or omission by Contractor in the 
provision of the Services.

13. **Breach of Contract Claims Against University.** University is required by law 
to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute 
resolution process for contracts involving, goods, services, and certain types of projects. If 
Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be 
used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. **Governing Law and Venue.** This Agreement shall be construed and 
enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed 
against University shall be subject to the mandatory venue statute set forth in § 105.151 of the 
Texas Education Code.

15. **Incorporation and Entire Agreement.** This Agreement incorporates the 
usual and customary University purchase order and the terms, conditions, and notices contained 
therein are included herein for all purposes. This Agreement, including any exhibits or addenda 
identified and incorporated by reference herein, and the corresponding University purchase order 
constitute the entire agreement between the parties and contain all the agreements between the 
parties with respect to Contractor and the provision of the Services. The parties expressly 
acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the 
representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals 
to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: ________________________________

Date: ________________________________
CONTRACTOR NAME

By: _________________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________
EXHIBIT “A”
SCOPE OF SERVICES

Contractor shall provide the following Services:

   Fully describe scope of services, deliverables, and interim/expected deadlines