



REQUEST FOR PROPOSAL

**RFP No. 720-2205
Group Term Life and
Accidental Death and Dismemberment Plan**

Proposal Submittal Deadline: Wednesday, December 15, 2021 @ 2:30 PM CST

The University of Texas System
Office of Employee Benefits

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11/8/21

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has served Texas for more than 135 years, improving the lives of Texans—and people all over the world—through education, health care and research at [13 academic and health institutions](#) across the state. With an enrollment of more than 240,000 students, the UT System is one of the nation’s largest public university systems of higher education.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 60,000 degrees annually, including more than one-third of the state’s bachelor’s degrees and more than half of the state’s medical degrees. In 2019, almost half of all undergraduate degrees were awarded to students who qualified for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents’ income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state’s economy. In fact, UT students who entered the Texas workforce between 2002 and 2017 had cumulative earnings through 2018 of \$268 billion. And, according to Georgetown University’s Center on Education and the Workforce, a UT degree’s return on investment is among the best in the nation.

The UT System also is one of the largest employers in the state with 21,000 faculty – including Nobel laureates and members of National Academies – and more than 85,000 health care professionals, researchers and staff.

Creating a healthier Texas is a fundamental mission of UT institutions, which award more than 15,000 health-related degrees annually. The UT System is poised to open its seventh medical school in Tyler within the next several years. UT-owned and affiliated hospitals and clinics – supported by thousands of doctors, physician assistants, nurses and other health care providers – accounted for more than 9.2 million outpatient visits and over 1.8 million hospital days in 2019.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Life-changing and life-saving research and invention of new technologies regularly place UT institutions among the top 10 world’s most innovative universities, according to Reuters and the National Academy of Inventors. Total research spending across the 14 UT institutions exceeds \$3 billion annually, the most in Texas, and the second most nationally among public higher education systems.

1.2 Background and Special Circumstances

The University of Texas System (“**UT System**”) Office of Employee Benefits (“**OEB**”) is seeking proposals for Fully Insured Group Term Life and Accidental Death and Dismemberment (GTL/ADD) plans which are offered as part of UT System’s Uniform Group Insurance Program for eligible employees, retirees, and dependents of the thirteen UT System Institutions and System Administration. The GTL plan consists of basic group term life (Basic GTL) and voluntary group term life (VGTL). Services must be provided in accordance with the terms, conditions, and requirements set forth in this Request for Proposal.

OEB’s intention is to generally maintain the plan design and structure of benefits currently being offered under the plan, although adjusting benefits may be discussed during implementation. The currently offered Fully Insured GTL/ADD plans are described in **Appendices SEVEN A and SEVEN B**.

Proposers must submit a Schedule of Benefits that is equivalent to or exceeds the benefits in each of the current plans with accompanying premium rate proposals.

OEB is considered a “Covered Entity” under Title 2 of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, 1996. As such, OEB must comply with all provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH), 45 CFR §§ 160 and 164 (hereinafter collectively, “HIPAA”) regarding all privacy and security measures relevant to the operations of the programs within OEB when operating in a capacity subject to HIPAA. Additionally, any person or entity who performs functions or activities on behalf of or provides certain services including the services sought through this request for proposal will be required to adhere to HIPAA where appropriate and demonstrate compliance with such to OEB. OEB will require Contractor to execute appropriate Business Associate Agreements with service providers entrusted to handle protected health information as defined by HIPAA.

As a governmental entity, UT System is not subject to the provisions of the Employee Retirement and Income Security Act (ERISA).

Pursuant to Chapter 1601 of the Texas Insurance Code (Code), UT System is exempt from many of the provisions of the Code and regulations promulgated by the Texas Department of Insurance (TDI). However, nothing in any agreement between UT System and Contractor shall be construed to require or permit any action that is prohibited by, or in conflict with, an applicable provision of the Code or an applicable TDI rule or regulation.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No. 720-2205 (this “**RFP**”), from qualified vendors to provide a fully-insured GTL plan consisting of Basic GTL and VGTL and a full-insured AD&D plan consisting of basic AD&D and voluntary AD&D which have been approved by the Texas Department of Insurance. Additional specifications and requirements are more specifically described in **Section 5** of this RFP.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[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 under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of thirteen institutions described at <http://www.utsystem.edu/institutions>. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Wednesday, December 15, 2021 (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP via Bonfire portal. University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) through Bonfire portal, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

University must receive all questions or concerns no later than November 17, 2021. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor.**”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

- A. Pricing (45%);
- B. Vendor Experience (5%);
- C. Deviations (5%)
- D. Operational Requirements (10%)
- E. Benefit & Administration (15%)
- F. Customer Service & Account Management (10%)
- G. Technical & Data Exchange (5%)
- H. Information Security Requirements – **APPENDIX TEN** (5%)

2.4 Key Events Schedule

Issuance of RFP	November 8, 2021
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	November 15, 2021
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	November 17, 2021
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Wednesday, December 15, 2021

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.
- 2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes
HUB Coordinator
Phone: 512-322-3745
Email: khayes@utsystem.edu

Contractor will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

Instructions on completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most appropriate HUB Subcontracting Plan (HSP) / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in Section 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal.** NOTE: during this time, electronic signatures are acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer as non-responsive due to material failure to comply with advertised specifications.

Each Proposer’s HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer’s failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***If Proposer’s submitted HSP refers to specific page(s) / Sections(s) of Proposer’s proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the Bonfire Portal. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate Good Faith Effort.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

- 2.5.4 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6** of this RFP) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

2.6 Pre-Proposal Conference

University will hold a virtual pre-proposal conference at **11:00 a.m.**, Central Time on Monday, November 15, 2021. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Potential respondents must RSVP via Bonfire to receive the pre-proposal conference details via a Q&A message within the bonfire portal.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) Via University Bonfire portal.

3.2 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.3 Terms and Conditions

3.2.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**), the Information Security Requirements and Questions (ref. **APPENDIX TEN**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). 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:

3.2.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.2.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.2.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.2.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

Additionally, Proposer must submit as part of its Proposal all terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) in accordance with **Section 5.3.1** of this RFP. Proposer bears all risk and responsibility for its failure to include such terms and conditions in its Proposal. The University will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

Contract Term: University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for one (1) additional three (3) year renewal period, upon mutual written agreement of both parties.

Disclosure of Existing Agreement: University has an existing fully insured GTL/ADD insurance plan service agreement with Blue Cross Blue Shield, which is scheduled to expire August 31st, 2022.

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Proposer must have a net worth of at least \$100 million, as demonstrated by an audited financial statement as of the close of the Proposer’s most recent fiscal year. To affirm financial capability, the Proposer must submit all documentation as requested in the related interrogatories included in this RFP.
- 5.2.2 Proposers must clearly indicate their capacity to support a population of participants numbering approximately 110,000 active employees, 30,000 retirees, and 130,000 dependents (ref. **Section 5.5, Question 4**)
- 5.2.3 Proposer must, at a minimum, have the ability to administer GTL/ADD benefits specified in **APPENDIX SEVEN.**
- 5.2.4 Proposers must be prepared to provide evidence of full compliance with HIPAA, where applicable and general data protection and privacy statutes as applicable and show that these standards are fully integrated within their systems at every level for the protection of the data handled by Proposers. (ref. **Section 5.5, Question 7**)
- 5.2.5 Proposers must meet and be prepared to provide evidence of compliance with Information Security Requirements located in **APPENDIX TEN.**

5.3 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer must submit a written statement acknowledging it.
- 5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission

("TEC"), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX NINE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

- 5.3.3 Proposer must provide information to validate a net worth of at least \$100 million (ref. **Section 5.2.1**).
- 5.3.4 Proposer must provide the renewal rating procedure used to determine premium rates (ref. **Section 5.4.5, A, 4**).
- 5.3.5 Proposer must provide confirmation of ability to administer benefits specified in **APPENDIX SEVEN** (ref. **Section 5.2.3**).
- 5.3.6 Proposer must respond to each question listed in **APPENDIX TEN**, Information Security Requirements and Questions and **APPENDIX FOUR**, Higher Education Vendor Assessment Tool (HECVAT). Proposer's designated Chief Information Security Officer (CISO) or equivalent must attest that Proposer is able to meet Information Security Requirements and that all responses to Information Security questions are valid and accurate.

5.4 Scope of Work

UT System offers the Fully Insured GTL plan for benefits-eligible employees, retirees and their eligible dependents and the ADD plan for benefits-eligible employees and their dependents.

General Information and Requirements

There are a number of factors that should be taken into consideration when preparing a response to this RFP, including:

- A. All Proposers must submit a proposal to UT System for both the fully insured Group Term Life (GTL) and Accidental Death and Dismemberment (ADD) plans as described in this RFP.

The Proposers must, at a minimum, match benefits of the current plan design as shown in 6.5.1 through 6.5.6. However, proposers are requested to submit an additional response to the second table in 6.5.1 proposing an increase in Basic Active Employee and Basic Retired Employee coverage amounts. An additional question regarding other plan enhancements for plan design beyond the minimum as requested in 5.5.32.

- B. UT System employees have either twelve-month or nine-month appointments. However, regardless of the term of appointment, the monthly salary for the purpose of calculating VGTL/ADD benefits is determined by dividing the Annual Benefits Base Rate (ABBR) (as defined by OEB Administrative Policy 573) by twelve.

- C. Some employees, such as faculty members, may take extended leaves of absence at which time they may have full benefits from another source. In such cases, employees may put their UT System coverage in abeyance (i.e. freeze benefit elections). During the abeyance period, the employee will not pay premium. Upon return to UT System, such employees are immediately eligible to resume coverage without providing Evidence of Insurability (“EOI”).
- D. Currently, approximately 30 retired UT System faculty and retired executives from the medical institutions are enrolled in a Closed Class GTL plan made available to individuals enrolled in a previously available GTL plan. This plan is administered by the current carrier. The amount of coverage above \$100,000 in this Closed Class plan has its own premium structure. These individuals may decrease/drop Closed Class coverage amounts during Annual Enrollment but cannot increase coverage amounts. No new enrollees are permitted to enroll in the Closed Class plan. It is a requirement of this RFP that this Closed Class arrangement continue for these 30 retired faculty and executive members.
- E. UT System does not have a single payroll system. There are currently multiple different payroll systems to deduct employee GTL/ADD premiums from paychecks. Premiums are sent by the institutions to the Office of Employee Benefits based upon enrollment and correlated deductions taken from the subscribers on those payroll systems. The Office of Employee Benefits will then remit premium to Contractor. Eligibility data will be provided routinely by UT System’s contracting partner Benefitfocus to calculate the payment of premium. Contractor may need to interface with the institutions regarding eligibility or coordination for the payment of a claim at the time the claim is submitted.
- F. Retiree GTL premium billing and collection is administered, except for UT Austin, by OEB’s UT Benefits Billing (UTBB) department. Upon collection of GTL retiree premiums, UTBB funds each Institution with their respective retiree GTL premiums. UT Austin manages the billing and collection for its retirees. Subsequently, upon presentation of Premium Billing Invoice, each Institution remits to OEB.
- G. Employees and retirees enrolled under the current policy, as applicable, will maintain their current coverage level under the prior policy in place as of August 31, 2022 and experience no loss of coverage.
- J. A benefit-eligible employee may select the GTL plan up to the guarantee issue amount without EOI during their initial period of eligibility and following a qualified change in status event during the plan year.
- K. Previously eligible and late entering active employees and retirees are required to provide satisfactory EOI in order to enroll in GTL/ADD coverage.

- L. For all benefit-eligible employees, during the initial Annual Enrollment period offering (July 2022) GTL plan coverage will be provided through a guaranteed issue in a salary multiple to be determined (at least matching the current 3X salary), and the enrollment will be effective September 1, 2022.

Currently, retiree GTL during Annual Enrollment requires EOI. There is no EOI required for ADD.

- M. UT System’s contracting partner, Benefitfocus, will send via eligibility dataset the expected September 1 compensation for employees enrolled in a GTL/ADD program. Sometimes, the expected September 1 salary is not available until October of each year. The compensation for these employees typically does not change throughout the fiscal year but may if changes in salary or employment status change. The benefit is payable based upon the higher of the salary on the September 1 before the GTL/ADD event or the salary on the date immediately preceding the date of the GTL/ADD event.

Contractor will provide the following services to University:

5.4.1 Operational Requirements

A. General Administration & Services

Administration of the plan must comply with all applicable state and federal statutes, rules, regulations, and UT System policies including the Privacy and Security requirements of the Health Insurance Portability and Accountability Act (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act, and the Age Discrimination in Employment Act (“**ADEA**”), Information Security required standards listed in **APPENDIX TEN**, and all amendments thereto. Contractor will be expected to provide OEB with a listing of any third parties or sub-contractors which Contractor will be sharing confidential data with pursuant to the administration of this plan and require any third parties or sub-contractors to adhere to any necessary federal and state requirements for the protection and privacy of confidential information.

Contractor must administer the plan in a manner consistent with all applicable laws and regulations, as well as with the requirements set forth by UT System in this RFP. Proposers will be required to demonstrate that such standards are fully integrated within their systems. Contractor must provide all services associated with the administration of the plan and may recover the cost of compliance with the requirements associated with general administration and services only by making provision for such cost in **Section 6**.

Contractor must provide general administrative support, legal and technical assistance, quality assurance, and certain reporting as required for the operation of the GTL/ADD Insurance plans.

B. Cost Containment

1. Contractor must have comprehensive cost containment programs in place that includes the following elements at minimum:
 - a. Misuse of program, overpayments, wrongful or incorrect payments;
 - b. Unusual or extraordinary charges for GTL/ADD claims;
 - c. Condition management and rehabilitation services (Dismemberment claims);

- d. Written description of its comprehensive Fraud Detection plan with its response.

Contractor understands that UT System may develop further policies in connection with the detection and prevention of fraud or abuse of the GTL/ADD plans.

2. Contractor must comply with all applicable state and federal laws, regulations, and protocols and must also comply with all applicable UT System policies, which may be updated as necessary. The OEB will provide appropriate notice when applicable policies change and work with the Contractor.
3. Contractor must have the ability to effectively collaborate with other UT insurance Contractor partners to the benefit of the member and the program.
4. Contractor is responsible for costs associated with program activities and any associated litigation. Provision for such costs should be made by Contractor when determining their proposed administrative fees (ref. **Section 6** of this RFP).
5. Contractor may use program information to assess patients only for the purposes of offering, implementing, and administering its educational program. Only non-personally identifiable participant information may be used by Contractor to administer, evaluate, and improve its educational program and care management programs. Contractor must also have the ability to work with the health plan administrator in order to gather information in conjunction with EOI review.

C. Performance Monitoring

UT System expects Contractor to proactively identify and address variances from targeted performance standards. Quarterly administrative performance reporting will be required. A template for the required format of the quarterly Administrative Performance Report is included as **APPENDIX FIVE**. Required information must be provided on a mutually agreed schedule and in the format prescribed by UT System or Contractor will be subject to financial penalty. Additionally, UT System may request customized reports on an ad hoc basis. Such reports must be provided in a timely manner at no additional cost to UT System.

As part of the contracting process, specific performance standards with meaningful financial penalties must be established. At a minimum, the following areas must be addressed:

1. Customer Service Standards:
 - a. Call handling;
 - b. Written inquiries;
 - c. Complaints;
 - d. Timely claims payment;
 - e. Member surveys.
2. Minimizing call center and website outages
3. Timeliness:
 - a. Annual Enrollment materials;
 - b. Required reporting and datasets, including claims, eligibility, administrative performance, and emergency update processing.
4. Accuracy:

- a. Plan design implementation
- b. Claims adjustment

5. Processing of Evidence of Insurability

Contractor must provide the underwriting support and appropriate staff, including qualified and duly licensed medical doctors in good standing with the state of Texas, to service the EOI function.

Contractor will average processing EOI applications as follows:

- a. 85% of EOI applications to be processed within fifteen (15) days of receipt;
- b. 98% of EOI applications to be processed within thirty (30) days of receipt;
- c. Average processing time should be less than fifteen (15) days

6. Processing of claims

Contractor must agree to pay financial penalties as negotiated during the contracting process if the associated performance standards are not met. Additionally, Contractor should be aware that compliance with performance requirements will be a key consideration during any future contract renegotiations.

UT System staff or UT System's consulting actuary may, from time to time, request that Contractor provide additional information specific to the GTL/ADD plan. Contractor must cooperate with and act in good faith in working with the consulting actuary and must be prepared to respond to these requests promptly.

Contractor must accumulate enrollment, utilization, cost, and claims payment statistics and develop reports for the plan as is typically done in the course of plan administration, but no less frequently than on a monthly basis. Contractor must provide copies of such reports upon request by UT System along with results of any audits conducted in connection with the reports.

5.4.2 Claims Processing & Administration

A. Claims Administration

Contractor must process, administer and pay all required UT Benefits GTL/ADD plan claims incurred on or after September 1, 2022 and throughout the term of the Contract, including administration and payments required following termination of the Contract in connection with claims incurred prior to termination of the Contract. Provision for administration of any runoff claims must be included in the Contractor's proposed retention fee. No additional fees will be paid to the Contractor after termination of the contract. General requirements for claims processing include the following:

1. Using UT System enrollment records, Contractor must create and maintain enrollment records for all participants to be relied on for the processing of claims and other administrative functions for the UT Benefits GTL/ADD plans. Contractor is responsible for ensuring those enrolled have passed EOI, if required based on time of enrollment. In the event of a conflict between enrollment data stored at UT System and information on file with Contractor, UT System's information regarding coverage and enrollment would prevail at the time of claim;

2. Contractor must review claims for eligibility based on covered dates of services. Any ineligible claims that are inadvertently paid by Contractor shall be the sole responsibility of Contractor to recapture;
3. Contractor must process claims submitted for UT System GTL/ADD plan participants. Each direct claim payment must include an Explanation of Benefits (“**EOB**”) for all applicable claims. Contractor must submit all claim forms and sample EOBs as an attachment to the Proposal for UT System’s review and approval;
4. In the event Contractor issues excess payments or payments for ineligible claims or participants, it will assume 100% liability for incorrect payments which result from policy or system errors attributable to Contractor in whole or in part.
5. 85% of UT System GTL/ADD plan claims should be processed within fifteen (15) calendar days of submission to Contractor unless additional information and/or investigation is required. 98% of UT System GTL/ADD plan claims should be processed within thirty (30) calendar days of submission to Contractor unless additional information and/or investigation is required.
6. Contractor must maintain a complete and accurate claims reporting system and provide for the retention, maintenance, and storage of all payment records with provision for appropriate reporting to UT System. Contractor must maintain all such records throughout the term of the Contract and for at least three (3) years following the end of the Contract, and must make such records accessible and available to UT System for inspection and audit upon UT System’s request. In the event Contractor is scheduled to destroy payment records, Contractor must contact UT System for approval prior to the destruction of the payment records. If UT System approves destruction, verification of the destroyed records shall be required at UT System’s direction.
7. Contractor must provide UT System with access to statistical information associated with the plans. The information to be made available must include current fiscal year information as well as the full twelve (12) months of the preceding fiscal year. If specialized software or hardware is required to access plan reporting and analytics, Contractor must furnish the appropriate resources at no additional cost to UT System.
8. Contractor must identify a specific high-level contact who will be accessible directly to UT System for issues regarding claims administration.

B. Wellness / Condition Management

UT System OEB is committed to the health and wellbeing of our members. UT System takes a holistic approach to wellbeing, incorporating a person’s physical and mental wellbeing. In addition to offering an array of services in each of these areas, it is important that UT System provide the right resources at the right time. UT System depends on our partners to help connect our members to OEBs other service providers as appropriate.

C. Quality Assurance

Contractor must have in place processes to monitor adequacy of customer and claims service.

5.4.3 Customer Service & Account Management

A. Customer Service

Customer service staffing is required at a level adequate to handle significant call volume involving questions specific to benefits, resolution of complaints, requests for program clarification and assistance.

Customer Service call centers must be located within the United States, preferably within the state of Texas. The establishment of toll-free lines (telephone and facsimile) is required, and customer service staffing levels must be adequate, at a minimum, to maintain performance standards as negotiated in the contracting process.

Upon request by OEB, Contractor's Customer Service may be asked to provide a summary review of a member's call to Customer Service in order to validate information.

Contractor's phone customer service hours must include, at a minimum, Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time ("CST").

Note: Proposer must not include a "binding arbitration" requirement for complaints in its response. No such provision shall be utilized with regard to UT System participants.

By September 1, 2022, Contractor must establish a process by which UT System staff as well as institution HR or Benefits staff who need assistance addressing an urgent participant issue can reach out directly to Contractor for escalated customer service assistance. Such requests must be acknowledged and an expected timeline for resolution provided back to UT System or institution staff within one (1) business day, with timely, appropriate follow-up based on the nature and complexity of the request. UT System has found that Contractor establishing a shared email inbox works most effectively with that inbox being closely monitored by a designated team of experienced customer service representatives who are empowered to address escalated issues. If Contractor wishes, they may propose an alternative solution, but the requirements for acknowledgement of requests for assistance with timelines for resolution must be met as well as consistent timely and appropriate follow-up.

Contractor is required to collaborate with other UT Benefits plan administrators. For example, the ability to warm transfer members directly to these representatives.

Contractor's designated Customer Service Team will be required to assist in answering questions regarding the plan each year during UT System Annual Enrollment period(s), including during the July 2022 Annual Enrollment period for the 2022-2023 plan year. The Customer Service Team must provide education to all current and potential plan participants regarding plan design and benefits. Customer service should be made available via phone, email, in writing, and in person.

B. Communications

Contractor is required to communicate information regarding the GTL/ADD plan design approved by UT System prior to distribution and must be clear and concise, with a comprehensive plan description to be included in OEB Materials and legally required plan publications.

Materials and services required to be developed and implemented include, but are not limited to:

1. Participant brochures with introductory information about program and plan design;
2. Content drafted specifically for inclusion in benefits books and newsletters and advertising materials used in association with GTL/ADD enrollment;
3. A customized UT System-specific GTL/ADD website for members featuring detailed plan information, relevant forms for participants and general customer service information (see 5.4.3.C for more information) ;
4. Annual Enrollment materials that include details on Customer Service, benefits highlights for the upcoming plan year and token giveaways for enrollment fairs and events;
5. Attendance at approximately 25 Annual Enrollment events including in-person and/or virtual presentations by Contractor to institution Benefits Staff and participants. With the ongoing COVID-19 pandemic, UT System has not confirmed plans for Annual Enrollment 2022 and are unsure if campuses will host onsite meetings or offer Annual Enrollment virtually. The 2021 Annual Enrollment was fully virtual and considered a success.
6. Participant forms including, EOIs, EOBs, and claim forms;

UT System retains the right to review and approve all plan materials prior to distribution. Contractor is required to submit proposed marketing and other informational materials in the specified format and according to deadlines set by UT System. The cost for preparation of such materials for the term of the Contract must be accounted for in the administrative fees provided in **Section 6**.

Communications should be made available in multiple formats with a preference for electronic distribution whenever possible. Communication materials must meet Americans with Disabilities Act (“**ADA**”) requirements for accessibility.

Electronic draft copies of proposed Plan Year 2022-2023 materials, plan participants’ handbook (if applicable), and member marketing materials (newsletter articles, flyers, etc.) must be submitted as part of the proposal (ref. **Section 5.5, Question 51**). Proposers should also submit samples of other communication materials with their proposal, including consumer targeted educational materials and a complete mock-up of the customized UT System-specific website. Proposers are encouraged to share innovative materials and communication strategies designed to increase member engagement as well.

Communication materials designed for participants may not advertise or promote coverage, products, or materials, other than those relating to Contractor's administration of the plan. Contractor must never use any information received from any source about UT System employees, retired employees, or dependents for any marketing purpose or to solicit business of any other type.

C. UT System Specific Websites

There are two primary websites associated with the GTL/ADD plan. Information Security requirements apply to both.

1. Functional Website for participants:

Contractor must establish a customized, UT System-specific website with the primary goal of allowing participants easy access to plan information and customer service information (to view current website, see <https://www.utsystem.edu/offices/employee-benefits/insurance-0/life-insurance>).

The UT System-specific website must be accessible to as many participants as possible. Therefore, the following specifications must be met:

- a. All website content must be clearly visible and functional in common browsers at the most recent version or one version before.
- b. The font must be easy to read, no smaller than 10pt; and
- c. All web content and downloadable documents, including Adobe Portable Document Format (PDF) files, must be made accessible to persons with disabilities in compliance with the current Americans with Disabilities Act (ADA) Standards for Accessible Design.

UT System must approve new website additions or redesigns at least two weeks prior to any scheduled launch date.

2. Website/Portal for UT institution benefits administrators:

Website to allow authorized institution personnel to log in to review benefits coverage and related details and to submit claims.

Both websites must meet all requirements including Information Security as detailed in **APPENDIX TEN**. Any website or portal provided by the Contractor must also meet all specifications as detailed in **APPENDIX EIGHT** for Functional Website.

D. Account Management

Contractor's Account Management Team must provide a minimum of two (2) reviews to UT System per year regarding the utilization and performance of the plan, including updates regarding ongoing operational activities. UT System may also require monthly operational meetings (in person or via telephone conference), and on occasion, meetings with the eligibility platform vendor, as needed.

The Account Management Team must assist with ad hoc requests from UT System and ensure timely resolution on issues presented by UT System.

Proposer must designate in writing the names and roles of all members of its complete Implementation Team as well as establish an Account Management Team that is acceptable to UT System (ref. **Section 5.5, Question 58**). Contractor must agree to make staffing adjustments to this team as required by UT System throughout the contract. The Account Management team must be available to assist UT System as necessary during regular business hours CST.

Contractor's Implementation and Account Management Teams must each include a designated information technology contact with the technical knowledge and expertise to efficiently and effectively collaborate with UT System's information technology team and eligibility enrollment vendor regarding data transmission, data integrity, and timely processing of data. The designated information technology contact should be appropriately positioned within Contractor's organization to allow for direct management of all technical issues related to the contract.

5.4.4 Technical, Security & Data Exchange

UT System's unique and complex technical environment is managed by an outside Contractor, (Benefitfocus). Contractor will be required to collaborate with Benefitfocus to accommodate data feeds. Industry standard processes and file layouts will be used whenever possible, but Contractor must be prepared to quickly allocate appropriate resources and provide timely customization of data files as required by UT System and Benefitfocus. The Proposer must be able to receive and process eligibility data provided in the ASC X12N/005010 834 layout or an approved layout mutually agreed upon with Benefitfocus. The Proposer must coordinate with Benefitfocus on a mutually agreed upon method for automation of the EOI application process for enrollment into coverage for which underwriting is required. The Proposer must also be able to transmit EOI approvals and denials electronically to Benefitfocus in an agreed upon format using secure methods.

A. UT System Data Security Requirements

For the purpose of this RFP, UT System data is defined as any and all information maintained, created, or received by or on behalf of UT System. All data related to the plan remains the property of UT System. The data must be accessible by UT System at all times and, if necessary, Contractor must be capable of providing the data to UT System in an acceptable, secure, and easily interpretable electronic format. Off-shore cloud storage for claims data is prohibited.

Contractor must maintain a robust security program capable of protecting the integrity, confidentiality, appropriate accessibility, and security of UT System data. UT System Information Security Requirements included in **APPENDIX TEN** must be met and questions in **APPENDIX FOUR** and **APPENDIX TEN** are designed to elicit specific information about Proposer's security program and must be thoroughly and accurately completed.

Contractor will be required to work with the UT System privacy officer for a collaborative approach to reviewing instances of unauthorized access to protected or confidential information, providing notification to affected individuals for confirmed confidential data breaches.

Contractor will be required to provide UT System privacy officer with reports related to unauthorized or misuse of data held by Contractor or any subcontractors or third-parties, on behalf of UT System and participants of the program. If unauthorized access is confirmed and determined to be a result of a significant security incident (e.g. Ransomware, systemic account compromise), an unmet or substandard security requirement, the System security officer must be notified.

B. Data Exchange

Enrollment files must be processed promptly upon receipt and, under normal circumstances, loaded into Contractor's information system within twenty-four (24) hours. Positive confirmation of receipt and processing success or failure is required within twenty-four (24) hours. In the event of failure to load, Contractor must provide an explanation and pertinent details, including specific errors requiring correction by UT System along with expected resolution time.

Contractor must accept and process both full and partial enrollment files in HIPAA-compliant dataset formats (e.g. the "Benefits Enrollment and Maintenance Transaction Set (ASC X12N 834)") and transmit claims detail datasets to UT System and Benefitfocus in a HIPAA-compliant standard format. Contractor must be prepared to accept full and partial enrollment files on a schedule to be determined during implementation, but no less frequently than three (3) times per week for partial files and once per month for full files.

System will produce a self-bill each month for the per employee per month (main subscriber) premiums due to Contractor. Contractor must accept and process premium remittance detail for the current billing month as well as any necessary adjustments for the prior three (3) months.

Contractor must utilize the methods for all file transfers (e.g. SFTP and TLS) currently in place at UT System. Contractor must enforce user authentications that are compliant with UT System information security requirements in **APPENDIX TEN** including encryption in transmission and at rest.

Contractor must designate an appropriate technical and information security contact as required for the Implementation and Account Management Teams and must ensure that all information systems requests from UT System and issues reported by UT System are given priority positioning and thoroughly analyzed to ensure timely and accurate resolution.

Contractor must allow a retroactive window for eligibility changes to be made up to ninety (90) days after the end of the coverage period affected, including activation or termination of coverage and other variations that may occur due to status changes. UT System will retroactively adjust the payment of premiums to ensure agreement with updated eligibility information.

For service requests and issues resolution, Contractor must provide UT System with an implementation plan and timeline for resolution within forty-eight (48) hours from receipt of UT System's request or notification.

5.4.5 Financial Requirements

The GTL coverages requested by this RFP is to be provided under a fully-insured contract. Contractor will have full liability for all claims incurred during the period of the Contract including (a) future payments to be made in connection with claims that have been approved at the time of termination of the Contract and (b) payments related to those claims incurred prior to termination of the Contract but not submitted and/or approved until after termination of the Contract. The liability of UT System and UT System employees (“**Participants**”) will be strictly limited to the premiums collected under the Contract. Contractor will be at risk for any liability in excess thereof. Neither UT System nor Participants will have any contingent or retroactive liability. The contract is to be written on a participating basis with surplus, if any, accruing to UT System.

The Contract is to be fully experience rated and subject to a retention agreement under which retention for Contractor expenses, risk charges, and profit will be limited to contractual amounts submitted in response to these specifications. Claims in excess of \$750,000 on any individual are to be pooled by the Contractor and are not to be charged against the contract’s experience. The Contractor will be compensated for such pooling through a pooling charge assessed against the experience. The GTL/ADD plans are to be realistically rated, but all such plans combined in the determination of surplus and deficits.

The AD&D coverages requested by this RFP are to be provided under a fully insured plan. The liability of UT System and UT System employees (“**Participants**”) will be strictly limited to the premiums collected under the Contract. The System and its employees will have no contingent or retroactive liability. The vendor will have full liability for all claims. The plan is to be nonparticipating with all surplus and/or deficits accruing to the vendor.

A. Group Term Life Premium Rates

The proposed monthly premiums for GTL coverages are to be broken into two components:

1. Claims

This portion of the premium is intended to provide for the payment of claims, conversion charges, pooling charges and accumulation of reserves. It should be sufficient to meet all liabilities incurred during the period of the Contract. Any insufficiency will be the responsibility of Contractor. Any deficit existing upon termination of the contract shall not be recoverable by Contractor.

2. Retention

This portion of the premium is intended to provide for Contractor expenses, risk charges and profit margins. It should be adequate to cover all expenses incurred during the period of the contract and during any runoff period following termination of the contract, for all services associated with the coverages, including, but not limited to:

- a. Communication
- b. Claim processing and adjudication
- c. General administration
- d. Underwriting of individual applications for coverage
- e. Actuarial, legal and other technical assistance
- f. Reporting

Section 1601.009, Chapter 1601 of the Texas Insurance Code, exempts UT System from taxes on premiums. The retention portion of the premium should not include any provision for premium taxes.

Any surplus balance remaining in the current Contractor's contingency reserve fund at the end of the current contract period is not available to be carried forward to a new Contractor for the new contract period beginning September 1, 2022.

3. Premium Rate Guarantees and Adjustments

In rating the proposed plan, it is required that the rates contained in this proposal be guaranteed for the 36-month period from September 1, 2022, through August 31, 2025. Any future renewal rate adjustments are subject to approval of the UT System in accordance with information contained in these specifications.

4. Determination of Renewal Rates

Contractor will be required to conduct good faith discussions with UT System prior to February 1, 2025, to determine rates for the three-year period from September 1, 2025, through August 31, 2028. If there is no agreement reached by March 1, 2025, UT System reserves the right to submit the GTL/ADD plans to competitive bidding.

The renewal rating procedure to be used in the determination of premium rates for years following the original 36-month guarantee period is to be clearly detailed in the proposal. UT System reserves the right to cancel the Contract at the end of any contract year beyond the first three-year term, if, in its judgment, such action would be in the best interests of UT System. In developing renewal rates, the GTL/ADD plans may include the anticipated level of incurred claims, a reasonable provision for retention and a reasonable profit margin. With respect to the GTL coverages the Contractor will be required to take into account any known or anticipated surplus in developing the renewal rates. Contractor will not be allowed to include a deficit recovery provision in its renewal rates. Any deficit existing upon the termination of the Contract will not be recoverable.

In order to obtain UT System's approval of the renewal rates, Contractor shall be required to provide full documentation of the renewal rate determination and must demonstrate to the satisfaction of UT System the appropriateness of the renewal rates.

5. Premium Payment

The premiums for Voluntary GTL and Voluntary AD&D insurance coverage are not eligible for the state Premium Sharing. Therefore, the enrolled UT System employee is responsible for the full premium payment for VGTL and Voluntary AD&D plan coverage which is paid through payroll deduction on an after-tax basis only. Retirees enrolled in VGTL are billed for coverage.

Each month, the total premium for each GTL/ADD plan will be determined by multiplying the volume at the first of the month for each type of coverage by the rates applicable to that coverage. UT System will collect the premiums paid by the

employees and will remit the premium to Contractor within 90 days from the beginning of the Coverage Period along with a dataset detailing the remittance by subscriber and disability plan.

Also, it should be noted that premium calculation is based on the Volume/Salary on the first day of the plan year (9/1) and doesn't change the rest of the year for any salary change (unless the member begins mid-year). Any benefits paid after 9/1 will be based on the 9/1 salary or a higher salary, whichever is applicable.

Please see section 5.5.33 to review examples of premium rounding calculations using salary driven, age banded criteria.

B. Payment of Claims

Contractor must process, administer, and pay all GTL/ADD claims incurred during the term of the Contract, including administration and payments required following termination of the Contract in connection with claims incurred prior to termination of the Contract.

General requirements for claims processing include the following:

Using UT System's enrollment records, Contractor must create and maintain participation records to be used for the processing of claims and other administrative functions for the GTL/ADD plans. UT System's enrollment records, however, shall control in the event of a conflict. Contractor is responsible for ensuring that necessary EOI forms have been approved prior to loading eligibility and processing claims.

Contractor must review claims for eligibility. Any ineligible claims inadvertently paid by Contractor must be recaptured by Contractor and returned to the plan to fund future claims payments by Contractor on behalf of UT System.

C. Annual Experience Accounting

Within ninety (90) days after the end of each contract year, Contractor must provide UT System with an accounting of the UT System GTL/ADD plans' financial experience under the Contract, as required by Section 1601.060, Chapter 1601 of the Texas Insurance Code.

The accounting must include, but is not limited to, the premiums accrued during the year, the claims incurred for the year, Contractor's expenses and allowance for profit, the reserves established for the year and any resulting surplus or deficit. Separate reports are to be provided for the GTL/ADD plans.

Contractor must provide UT System with additional experience data and accounting information as reasonably requested.

Any surplus existing as of the end of a given contract year must be held by Contractor as a special contingency reserve in accordance with Chapter 1601.061 of the Texas Insurance Code and must be available to pay claims in a subsequent contract year. Any deficit existing as of the end of the contract year will be carried forward for possible recovery from future years' surplus.

Contractor will credit interest on all positive cash flow generated under the GTL/ADD, including special contingency reserves and claim reserves.

D. Settlement on Termination of the Contract

In the event of termination of the Contract, UT System and Contractor will adhere to the procedure contained in this section with respect to financial settlement of the Contract.

1. Contractor will complete the annual experience accounting as required in Section C above. Within 90 days of the termination date, Contractor will refund to UT System the balance of the special contingency reserve (established in accordance with Section C above) which exists as of the termination date, together with interest thereon. UT System will not be liable for any deficit which exists as of the termination date, although any such deficit may be considered in the determination of the refund described in (2), below.
2. Within 90 days, following the end of a 27-month runoff period commencing on the termination date, Contractor will refund to UT System the excess, if any, of (a) claim reserves established as of the termination date, together with interest thereon, over (b) the sum of (i) claim payments made during the runoff period, together with interest thereon, (ii) any deficit determined as of the termination date, together with interest thereon, and (iii) the present value of all waiver of premium claims which have been approved and are open at the end of the runoff period. Such present value will be established on a mutually agreeable basis determined through good faith negotiation. In no event will UT System be liable for any deficit that exists at the end of the runoff period.

E. Fiduciary Liability

It is the intent of UT System that Contractor assume, pursuant to the Contract, fiduciary duties and liability for all its actions associated with the performance of its duties under the Contract.

5.5 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

Vendor Experience (5%)

1. List as references three major employers for whom you provide fully insured GTL/ADD plan services for their employees and retirees (as applicable). UT System is particularly interested in employers located in Texas and in public entities, but is also interested in seeing references outside of Texas as well.

Provide the following information for each employer:

- A. Employer name and address;
- B. Contact name with email address and phone number;
- C. Nature of relationship with the employer (i.e. insurer, administrator, reinsurer);
- D. Time period in which work was performed;
- E. Short description of work performed;
- F. The number of employees and dependents for whom GTL/ADD services are provided.

Note: Your response to this request officially authorizes UT System to contact these employers to discuss the services that you have provided for their employees and authorizes the employers to provide such information to UT System.

2. Has Proposer worked with University institutions in the past five (5) years? If “yes,” state University Institution name, department name, department contact, and provide a brief description of work performed.
3. Provide Proposer’s total commercial enrollment as of December 1, 2019 and December 1, 2020. Provide a statement of Proposer’s capacity to enroll new participants and the likelihood of any future limitations on enrollment.
4. Explain Proposer’s previous experience in providing fully insured GTL/ADD plans to groups of 100,000 or more, especially higher education institutions and governmental organizations.
5. Describe any litigation, regulatory proceedings, and / or investigations completed, pending or threatened against Proposer and / or any of its related affiliates, officers, directors, and any person or subcontractor performing any part of the services being requested in connection with the Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation, including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.
6. Describe any investigations, proceedings, or disciplinary actions by any state regulatory agency against the Proposer and / or any of its related affiliates, officers, directors and any person or subcontractor performing any part of the services being requested in connection with Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.
7. Provide a detailed description of the Proposer’s HIPAA Privacy and Security Awareness Compliance programs, or similar awareness and protection programs as such would apply to the Program data. Include information related to any policies and practices developed to address the storage, handling, sharing, and creation of any confidential information.
 - A. Describe Proposer’s HIPAA, or general privacy and security workforce training, new employee onboarding, and monitoring of compliance with such training.
 - B. Provide a word document including Proposer’s HIPAA policies and Notice of Privacy Practices, including any website or web portal privacy notices.
 - C. Provide the name of Proposer’s Privacy Officer and a description of his or her qualifications.
 - D. Provide the name of Proposer’s Chief Information Officer (CIO) and a description of his or her qualifications.
8. Provide the number of investigations, inquiries, or responses provided to or requested by the Office for Civil Rights (OCR) U.S. Department of Health and Human Services related to HIPAA breaches within the last 2 years. No specific detail required.

Deviations (5%)

9. Identify any provision in Proposer's response that does not conform to the standards described in the RFP. For each deviation, provide the specific location in the response and a detailed explanation as to how the provision differs from RFP standards and why.

Operational Requirements (10%)

General Administration & Services

10. Describe Proposer's model for performing general administrative and operational services.
11. Identify any outsourcing of services, location of administrative services, staff turnover rate over the past two (2) years, and contingency plans for service interruptions.
12. Describe Proposer's quality assurance ("QA") program. Provide the name of the designated senior executive responsible for the program.
13. Describe Proposer's processes for monitoring the adequacy of customer service, claims service, and provider and participant satisfaction. How often are surveys specific to these functions conducted?
14. List any entities with whom Proposer anticipates sharing or disclosing any PHI, Program Data, or confidential data as defined by state or federal law, that Proposer will create or receive from (or on behalf of) UT System. State the general purpose for which the data will be shared or disclosed and confirm how each entity complies with requirements for business associates under HIPAA or other confidentiality regulation commensurate with the level of data. If Business Associate Agreements are not used with subcontractors or third-parties, please provide information on what legal instrument is used to ensure the protection of sharing, use, and storage of confidential data is required of such parties.
15. Describe the procedures and methodology in place to detect privacy incidents and notify UT System and affected individuals in a manner that meets the requirements of HIPAA breach notification requirements.

Cost Containment

17. Fully describe Proposer's cost-containment programs, including the specific areas listed in **Section 5.4.1, B** as well as any specialized or enhanced elements Proposer offers.
18. Describe Proposer's fraud prevention program in detail. Include how Proposer would communicate with the participant, physician, and UT System once a fraud or abuse issue has been identified.
19. Discuss Proposer's policies and procedures for addressing situations in which GTL/ADD benefits have been utilized after a participant's benefits have ended (e.g. due to a delay with updating participant data or similar issue).

Performance Monitoring

20. Describe in detail Proposer's philosophy and priorities in establishing performance standards and associated penalties. Be sure to address the key required areas noted in **Section 5.4.1, C** and discuss any other areas the Proposer believes are appropriate for monitoring as a reflection of successful overall performance.

21. Describe Proposer's current reporting capability. Provide samples of utilization and administrative performance reports currently available to contracting plans. How often are reports prepared? Describe the method that Proposer would use to determine the cost of any special reports that might be requested by UT System. Describe any unique reporting capabilities that distinguish Proposer from other potential respondents.

Benefit & Administration (15%)

22. How long has Proposer been providing fully insured GTL/ADD plan services?

23. Indicate the total number of covered individuals for your book of business that filed a claim during the last 12 months?

24. Explain the process followed when GTL EOI is required, including but not limited to:

- A. What is the average decision time on an EOI form?
- B. What factors determine the need for a medical report?
- C. If a medical report is required, does your organization decide which medical professional completes the form? If so, who pays for the medical report and what is the average cost?
- D. How is approval or declination reported to the individual applicant?
- E. How is the decision reported back to the group for updating coverage information and any associated premium?

25. Describe the services you will generally provide in compliance with this RFP, as well as the specific services you will render in connection with the installation of the plan, education of benefit staffs, printing of booklets, forms, etc.

26. Describe all plan limitations, exclusions, and pre-existing condition clauses included in your organization's proposal.

27. Does your plan coordinate with other forms of GTL/ADD programs? If yes, describe.

28. UT System's abeyance policy permits faculty and staff to hold coverage in abeyance (freeze coverage) prior to a leave or sabbatical commencing. Upon return to active employment, the staff or faculty member is eligible to pick up coverage without Evidence of Insurability. Is your company willing to accept UT System's abeyance provision?

29. Describe Proposer's GTL waiver of premium process and how Proposer coordinates with the LTD carrier when the member is receiving LTD benefits.

30. Describe Proposer's GTL accelerated death benefit and how Proposer initiates and coordinates the benefit administration with the member.

31. Provide your definition of:

- A. Pre-existing Condition
- B. How GTL/ADD benefits are calculated
- C. How Earnings are calculated
- D. Time limit for filing a claim

32. What additional and/or unique plan design features does Proposer recommend including in the UT System GTL/ADD plan design which are not currently available?

33. Premiums for ADD and GTL require a rounding calculation to the nearest \$1,000. Proposers should confirm and acknowledge understanding of the order of calculations including salary rounding for the following examples:

Example for ADD:

- 1) **Voluntary Employee AD coverage amount** calculation:
 - a. Salary= \$74985.01
 - b. Rounded up to the nearest 1000 = **75000**
 - c. Employee Coverage amount for max coverage (10x salary) = 75000 * 10 = **750000**
- 2) **Voluntary Spousal coverage amount** (50% Employee amount)= 750000/2= 375000
 - a. rounded down to the nearest 10000 = **370000**

Example for GTL:

- 1) **Voluntary Employee LF coverage amount** calculation:
 - a. Salary= \$74985.01
 - b. Rounded up to the nearest 1000 = **75000**
 - c. Salary Multiplier = 5
 - d. Employee Coverage amount = 75000 * 5 = **375000**

Claims Administration

34. Provide the System with a sample GTL and AD&D Claim form, Evidence of Insurability (EOI) application, Waiver of Premium application, Beneficiary Designation form, and Conversion application. In addition, please provide a copy of any additional forms necessary to complete a transaction involving any additional benefit or definition being proposed.
35. Confirm that UT System will have a specific high-level contact/account manager for issues regarding GTL/ADD plan claims administration. Provide contact's name, experience, and where this contact will be located.
36. Provide a detailed description of Proposer's procedures for processing GTL/ADD claims including the average time to pay a claim. How long has each system been operational? Describe if GTL/ADD claims may be filed telephonically, online or by paper form. If online, describe the process.
37. Explain the process used by Proposer for obtaining medical records if required. If records are needed, state who is responsible for the cost of the records.
38. For the claims office that would be processing claims for UT System participants, provide the following statistics for all claims paid by Proposer for the most current 12-month period available:

	Company Standard	Actual
Claims payment accuracy rate		
Claims processing accuracy rate		
Financial accuracy rate		
Average turnaround time		

39. Describe the payment of funding options available for the beneficiary of GTL and AD&D claims, once your organization has notified them a claim will be eligible for payment. State the time period in which these payment options will be made available to the beneficiary.

40. Describe your hiring and training practices with respect to claims examiners, processors and data entry operators.
41. How long will claims records specific to the GTL/ADD plans be maintained?
42. Does Proposer have the ability to match UT System enrollment against EOI/underwriting files to determine if the person 1) entered the program during their initial period of eligibility (first 31 days of benefits eligible employment), or 2) through an EOI approval? If no, describe how Proposer handles a claim on an employee/retiree who is new to GTL or ADD plan on September 1, 2022 and forward and has paid premium and then presents a claim? Does the length of time covered and number of premium payments play a part in the decision to approve or decline the claim? NOTE: All covered members paying premiums and all members who are holding coverage in abeyance as of August 31, 2022 are considered covered effective September 1, 2022 as long as the member retains eligibility and makes premium payment regardless of past enrollment activity.
43. Describe the nature and extent of claims processing quality assurance review procedures, including review work performed to ensure that data is accurate and complete. Is the quality review conducted on a prospective or retrospective basis? What is the frequency of such reviews?
44. Will Proposer have a dedicated team to process claims for UT System GTL/ADD plan participants? Indicate how many employees will be dedicated to this team.
45. Can a claims processor or customer service representative view historical claims information online?
46. Does Proposer have a process to facilitate the notification of the contracted disability insurance carrier to assist with the facilitation and to expedite the life insurance premium waiver provision, if applicable? If so, describe.
47. Confirm that your proposal has no provision for “binding arbitration” in a complaint procedure and that no such provision shall be utilized with regard to System employees.
48. Provide a detailed description of the grievance and appeals process for benefits provided by your organization.

Customer Service & Account Management (10%)

Customer Service

49. Describe Proposer’s overall customer service program, including but not limited to:
 - A. Days / hours of operation and location of call center(s) that will provide service to UT participants as well as after-hour calls handling, and the number of telephone lines and support staff dedicated to customer service claims processing;
 - B. Separate toll-free phone number for UT System participants;
 - C. Accessibility and support for hearing impaired, Spanish-speakers, support for other languages;
 - D. Handling of written inquiries, response method, standard response time;
 - E. Any other options to access customer service;
 - F. Any of Proposer’s customer service features unique to the industry; and

- G. Any major changes currently planned or anticipated for the customer service organization or facilities (e.g. moving to a different location, reorganizing, or merging units).
50. Describe staffing and training for Proposer's Customer Service program, including but not limited to:
- A. How the designated customer service team will be staffed;
 - B. Turnover rate for Proposer's non-management call center staff;
 - C. Training that customer service employees receive, including the length of time it takes to advance from training to qualified Customer Service Representative ("CSR"); and
 - D. How Proposer ensures that its CSRs are providing timely and accurate information on an ongoing basis.
51. Describe how Proposer handles quality assurance for its Customer Service program, including but not limited to:
- A. Monitoring of first-call resolution rates;
 - B. Process and policies for handling escalated, unresolved member inquiries;
 - C. Handling and escalation of customer service complaints including the complaint tracking system used and how long it has been in place;
 - D. Monitoring the adequacy of customer service and claims service including any surveys conducted in relation to these functions;
 - E. Ability to track and monitor customer service metrics for UT System account; and
 - F. Recording of phone calls, including percentage of calls recorded and criteria for recording, UT System access to listen to recordings as applicable, and how notification is made to all parties that conversations are being electronically recorded and stored.
52. Describe Proposer's data and information systems used for customer service, including but not limited to:
- A. Customer service inquiry system and ability for CSRs to enter details, review previous notes, and view historical claims or inquiries when assisting members;
 - B. Any efficiencies or enhanced offerings in this area when working with an affiliated benefit plan;
 - C. Proposer's recommended process for ensuring UT System and institution HR and Benefits staff can request and receive assistance with escalated issues (e.g. a shared email inbox monitored by a small, designated high-level customer service team); and
 - D. Any changes that are planned or scheduled within the next thirty-six (36) months for Proposer's computer systems, including Customer Support changes, and timelines for when any planned changes will be implemented to the existing computer system.

Communications

53. Explain in detail the services that will be available at no additional cost to UT System, including communications materials and participation of Proposer's personnel at employee meetings during annual enrollment periods.
54. Describe Proposer's availability to provide personnel for meetings held outside of regular business hours in order to accommodate UT System institutions that have 24-hour facilities.
55. Describe Proposer's ability to offer participants multiple channels of access to plan information, including website and smart phone applications. Include any website or phone application privacy statements.

56. Confirm that Proposer will provide UT System with a preview of all communications designed to notify participants of features or issues regarding the GTL/ADD plans prior to disseminating any communications directly to participants. Including but not limited to:
- A. Electronic draft copies of proposed Plan Year 2022-2023 materials, plan participants' handbook (if applicable), and member marketing materials (newsletter articles, flyers, etc.)
 - B. Electronic samples of other communication materials with their proposal, including consumer targeted educational materials and a complete mock-up of the customized UT System-specific website.
 - C. Other innovative materials and communication strategies designed to increase member engagement as well.
57. Confirm Proposer's ability to conform to the Web Accessibility Initiative at www.w3.org/WAI to ensure that website content can be read by the majority of viewers, and to meet the requirements of the Americans with Disabilities Act.

Account Management

58. Briefly outline Proposer's account management philosophy and structure. Include information about how the team members are compensated by Proposer and address the following items:
- A. Location of the primary person responsible for Account Management associated with this contract;
 - B. Notification procedures and timelines for any change in the dedicated Account Management Team, including efforts Proposer typically makes to discourage turnover of Account Management Team personnel responsible for oversight of major group accounts;
 - C. The overall organization, location, and structure of the Account Management team that would provide ongoing program support for UT System under this contract, including a résumé for each team member listing current professional responsibilities and length of employment with Proposer;
 - D. The number of other organizations the assigned Account Manager is currently servicing and the number of total participants represented by those organizations;
 - E. Proposer's turnover rate over the past twelve (12) months for account manager / executive positions;
59. Provide a list of individuals who will comprise Proposer's implementation team and complete contact information for each team member. Identify the individuals who will be primarily responsible for handling details related to each of the following categories:
- A. Information systems and technology, including specifically benefits programming, claims processing, and eligibility data processing;
 - B. Information Security
 - C. Customer service;
 - D. Claims processing,
 - E. EOI processing
 - F. Communication materials;
 - G. Appeals processing;
 - H. Grievance processing;
 - I. Financial functions, including payments and reconciliation.

Technical & Data Exchange (5%)

60. Describe the data handling and processing involved upon receipt of eligibility datasets from UT System's contracting partner Benefitfocus, including but not limited to:
 - A. The processes in place to receive, audit, and load datasets along with the associated notifications to UT System and timeline for all phases; and
 - B. The ability to generate detailed error reports during the load process indicating which records have been accepted and which have been rejected along with reasons for any rejections.
61. Confirm that Proposer will comply with the requirement to provide to UT System a monthly dataset that includes details as specified in this RFP.
62. List and describe any regulatory or legal actions taken against the vendor for security or privacy violations or security breaches or incidents, including the final outcome.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2205 – Fully Insured Voluntary Group Term Life and Accidental Death and Dismemberment Plans

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP. To be eligible for consideration, a proposer must submit a proposal for both the GTL and AD&D plans. A response that excluded one of the coverages will not be considered

6.1 Pricing for Services Offered (45%)

ENROLLMENT

The enrollment assumptions shown in **APPENDIX SIX** of this RFP will be utilized by UT System in comparing and analyzing the proposed premium rates. While these enrollment assumptions are UT System's best estimate of Plan Year 2022-2023 enrollment and will be utilized to facilitate proposal analysis, Contractor must recognize that a variety of factors will influence actual enrollment. These factors include, but are not limited to, increases in employee salary, changes in other payroll deduction amounts, etc.

Important: UT System will not guarantee a minimum participation for the VGTL/ADD plans. Therefore, Contractor cannot require a minimum enrollment for either of these plans at the proposed rates during the initial enrollment period in July 2022 or at any subsequent time during the period of this Contract.

PREMIUM TAXES

In accordance with the Texas Insurance Code, no premium, maintenance or administrative services taxes will be levied on Contractor selected to underwrite and administer the coverages described herein. Therefore, the proposed premium rates should not include provision for premium and maintenance taxes or fees.

PREMIUM RATE GUARANTEES AND ADJUSTMENTS

In rating the GTL/ADD plans, it is required that the proposed premium rates contained in Contractor's response be guaranteed for a three-year period commencing on September 1, 2022 through August 31, 2025. Contractor may also guarantee the proposed rates for a period longer than the initial three-year period and/or propose a maximum increase in rates for the second three-year period beginning September 1, 2025.

No Loss/No Gain

The Proposer must certify that no person currently covered by UT System plan will experience a loss of benefits or a loss of coverage as a result of a change of Contractor. A current UT employee or retired employee must be able to maintain GTL/ADD coverage(s) in effect as of August 31, 2022 during the 2022-2023 plan year without being required to fulfill any evidence of insurability, active service, or preexisting condition requirements.

Initial here to certify: _____

LEGISLATIVE OR REGULATORY MANDATES

If, subsequent to the submission of a response prepared in accordance with these specifications, federal or state legislation or regulations are enacted or interpreted in a manner which materially impacts the coverages which are the subject of this RFP, UT System shall enter into good faith negotiations with Contractor selected to administer the program to arrive at mutually agreeable adjustments to the premium rates submitted in response to these specifications so as to appropriately reflect the anticipated impact of such legislation.

PREMIUM RATE PROPOSAL

Contractor must complete and sign the Premium Rate Proposal Response sheets found in **APPENDIX ELEVEN**. The premium rate proposed should reflect the benefit plan design currently in place, with the additional second table in 6.5.1 proposing an increase in the Basic Group Term Life amount for Active Employee Basic and Retired Employee Basic. The proposed monthly premium rates must be submitted with three (3) digits to the right of the decimal point.

Premium Rate Proposals must be certified and signed by Proposer’s Chief Business Officer (“**CBO**”) or Head of Underwriting.

A question is also included in **section 5.5.32** requesting a listing of additional and/or unique plan design features your company recommends, but aren’t currently included in, UT System’s existing comprehensive GTL/ADD plan.

6.2 Special Contingency Reserve

It is UT System’s intent that no special contingency reserve will transfer to the new contract. Each Contractor’s proposal should assume that the reserve has a balance of \$0 effective September 1, 2022.

6.3 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

_____ Calendar Days

6.4 Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (“**ACH**”). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer’s banking information. Changes to Proposer’s bank information must be communicated to University in writing

at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Must be President, CEO, or CFO of Proposer)

Name: _____

Title: _____
(President, CEO or CFO)

Date: _____

SECTION 7

INFORMATION SECURITY REQUIREMENTS ATTESTATION

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2203

This completed document, signed by Proposer’s designated Chief Information Security Officer (CISO) or equivalent is attestation that Proposer will be able to meet UT System Information Security Requirements in **APPENDIX TEN** and that the answers to questions in **APPENDIX TEN** and **APPENDIX FOUR** are valid and accurate.

By my signature below, I hereby certify that:

- I have the necessary authority to execute this agreement between my Agency and UT System.
- I have read, understand and confirm that Proposer is able to comply with all of the terms and conditions of UT System Information Security Requirements in **APPENDIX TEN**.
- I confirm that Proposer responses to questions in **APPENDIX TEN** and **APPENDIX FOUR** are valid and accurate.
- Post award, I agree that Proposer will comply with UT System Information Security Requirements in **APPENDIX TEN**.

Proposer: _____

By: _____
(Authorized Signature of Chief Information Security Officer or Equivalent)

Name: _____

Title: _____

Date: _____

**APPENDIX ONE
PROPOSAL REQUIREMENTS**

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APPENDIX ONE

SECTION 1

GENERAL SOLICITATION INFORMATION

1.1 Purpose

University 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 University.

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

University 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 University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

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 (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

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

1.3 Public Information

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

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit 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. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University 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 University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University 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 University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; 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 University.
- 1.8.3 University 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 University, at University'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.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University 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 University's best interest. University 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 University, at University'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 University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). 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.

1.9.2 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 University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** 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.

University 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 University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). 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.

1.9.5 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 University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by email, telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. 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 University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

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 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 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 relating to performance of the Services.
 - 2.1.6 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.
 - 2.1.7 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.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, 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.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement 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.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's 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 University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer 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 proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or 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 University's option, may result in termination of any resulting Agreement.

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§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.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- 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 member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
 - 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. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University 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.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer 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 [30 TAC Chapter 328, §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.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, 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 an officer or employee of University in connection with this RFP.

2.13 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.: 720-2205 – Fully Insured GTL/ADD Plan

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 [§§552.021 AND 552.023, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§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 §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §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 Legal name of Proposer company:

Address of principal place of business:

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

Proposer's corporate website: _____

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.
- 3.1.10 Proposer will provide the following:
 - A. Name, title, mailing address, telephone number, fax number, and email address for:
 - 1. The Proposer's contact person for Services that will result from this RFP;
 - 2. The person authorized to execute any contract(s) that may be awarded; and,
 - 3. The person who will serve as Proposer's legal counsel.
 - B. Type of Incorporation (for-profit, not-for-profit, or nonprofit) and whether publicly or privately owned.
 - C. Recent ratings and reports regarding Proposer issued by independent rating organizations or similar entities (e.g. Best's, Moody's, Standard & Poor's, etc.).
 - D. Proposer's most recent NAIC annual statement and most recent audited financial statement.
 - E. An organizational chart identifying who will be responsible for the administration and management of a contract with UT System should Proposer be selected as Contractor.
 - F. Proposer's current certificate of authority, issued by the Texas Department of Insurance, to provide the type of GTL and ADDservices described in the proposal in the state of Texas.
 - G. The Proposer's current State of Texas Contractor ID number (14-digit number).
 - H. The Proposer's current SSAE No. 16 report
 - I. Any Contractor required licenses

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
 - 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Financial Interest and Pricing

- 3.6.1 Provide the names and addresses of all parties who would receive compensation as a result of Proposer's selection under this RFP, including, but not limited to, consulting fees, finder's fees, and service fees.
- 3.6.2 Provide the name and address of any sponsoring, parent, or other entity that provides financial support to Proposer. Include an indication of the type of support (i.e., guarantees, letters of credit, etc.) provided as well as the maximum limits of

additional financial support from other entities. If applicable, provide a copy of the sponsoring organization's most current audited financial statement.

- 3.6.3 Is Proposer actively considering or subject to any mergers with and / or acquisitions of or by other organizations? If so, provide specifics. Affirm that, if selected, Proposer would notify UT System immediately upon reaching any form of binding agreement in connection with any merger, acquisition, or reorganization of Contractor's management.
- 3.6.4 Disclose any contractual relationships with affiliates that could present a conflict of interest with Proposer's role as insurer of the STD and LTD plans.
- 3.6.5 List the names and addresses of all persons or entities that hold a 20% or greater ownership interest in Proposer's organization.
- 3.6.6 Proposer must agree to submit and receive all payments made to and from System through ACH or other electronic fund transfer methods. Confirm Proposer agrees and that Proposer will provide written notice to System at least 30 days in advance of the effective date of any changes to the banking information associated with electronic fund transfers to and from System.
- 3.6.7 Proposer must agree to assume responsibility for the escheatment process in accordance with Texas law for any payments disbursed on behalf of the STD and LTD plans. Provide Proposer confirmation.
- 3.6.8 Provide the name, title, mailing/email address(es) and telephone / fax number(s) for the actuarial / financial expert responsible for preparation of the Proposer's Price Proposal and other financial items in this response. This individual must be available to respond to inquiries made by UT System or its consulting actuary and provide any requested information concerning such items.
- 3.6.9 Fully describe all actuarial assumptions regarding GTL and ADD utilization.

3.7 Miscellaneous

- 3.7.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.7.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.7.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Fully Insured Voluntary Group Term Life and Accidental Death and Dismemberment Plan

RFP No.: 720- 2205

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#), and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Government Code](#).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by University or University's third party testing resources as required by [1 TAC §213.38\(g\)](#).

(APPENDIX THREE CHECKLIST is included as a separate document.)

APPENDIX FOUR

HIGHER EDUCATION VENDOR ASSESSMENT TOOL (HECVAT)

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FIVE
ADMINISTRATIVE PERFORMANCE REPORT TEMPLATE
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX SIX
ENROLLMENT DATA

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX SEVEN

GTL/ADD BENEFITS

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX EIGHT
UT SYSTEM SPECIFIC WEBSITE REQUIREMENTS
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX NINE

**CERTIFICATE OF INTERESTED PARTIES
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX TEN
INFORMATION SECURITY REQUIREMENTS AND QUESTIONS
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX ELEVEN

PROPOSED MONTHLY PREMIUM RATES FOR CURRENT BENEFITS

(AS DESCRIBED IN APPENDIX 7A)

BASIC GROUP TERM LIFE PREMIUM RATES

FOR ACTIVE EMPLOYEES AND RETIRED EMPLOYEES

CURRENT BASIC GROUP TERM LIFE effective September 1, 2022 through August 31, 2025 Active Employee: \$40,000 Basic GTL Retired Employee: \$6,000 Basic GTL			
Category	Claims	Vendor Retention	Proposed Monthly Rate (to 3 decimal places)
Active Employee			
Retired Employee			

PROPOSED BASIC GROUP TERM LIFE effective September 1, 2022 through August 31, 2025 Active Employee: \$50,000 Basic GTL Retired Employee: \$10,000 Basic GTL			
Category	Claims	Vendor Retention	Proposed Monthly Rate (to 3 decimal places)
Active Employee			
Retired Employee			

Company Name

Authorized Signature

Date

Title of Signer (CBO or head of underwriting)

VOLUNTARY GROUP TERM LIFE PREMIUM RATES

FOR ACTIVE EMPLOYEES AND RETIRED EMPLOYEES

CURRENT VOLUNTARY GROUP TERM LIFE (Blended Rates)* effective September 1, 2022 through August 31, 2025 Active Employee: 1 to 10 times annual earnings to maximum of \$2.0 million Retired Employee: \$7,000; \$10,000; \$50,000; \$100,000			
Employee Age	Claims**	Vendor Retention	Total Proposed Monthly Rate Per \$1,000 of Coverage (to 3 decimal places)
15-19			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75-79			
80-84			
85-90			
90 & Over			

*The claims rate will serve as the pooling charge applicable to coverage amounts in excess of \$750,000 per individual.

Company Name

Authorized Signature

Date

Title of Signer (CBO or head of underwriting)

VOLUNTARY GROUP TERM LIFE PREMIUM RATES

FOR SPOUSES OF ACTIVE EMPLOYEES

CURRENT SPOUSE VOLUNTARY GROUP TERM LIFE effective September 1, 2022 through August 31, 2025 Spouse of Employee: Coverage Equal to Either \$15,000 or \$40,000			
Spouse Age	Claims	Vendor Retention	Total Proposed Monthly Rate Per \$1,000 of Coverage (to 3 decimal places)
15-19			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75-79			
80-84			
85-90			
90 & Over			

Company Name

Authorized Signature

Date

Title of Signer (CBO or head of underwriting)

VOLUNTARY GROUP TERM LIFE DEPENDENT RIDER
FOR SPOUSES AND DEPENDENT CHILDREN OF ACTIVE EMPLOYEES

<p>CURRENT DEPENDENT RIDER effective September 1, 2022 through August 31, 2025 For Spouse and Dependent Children of Active Employee Spouse Coverage: \$10,000 Each Dependent Child Coverage: \$10,000</p>		
Claims	Vendor Retention	Total Proposed Monthly Rate (to 3 decimal places)

 Company Name

 Authorized Signature

 Date

 Title of Signer (CBO or head of underwriting)

VOLUNTARY GROUP TERM LIFE DEPENDENT RIDER

FOR SPOUSES OF RETIRED EMPLOYEES

CURRENT DEPENDENT RIDER effective September 1, 2022 through August 31, 2025 For Spouses of Retired Employees Spouse Coverage: \$3,000		
Claims	Vendor Retention	Total Proposed Monthly Rate (to 3 decimal places)

* EOI is required for enrollment. Exception: EOI is not required if when an Employee retires, the Retired Employee may reduce the spouse Voluntary GTL coverage to \$3,000 if at least that amount of coverage was in effect on the day immediately prior to the effective date of retirement.

Company Name

Authorized Signature

Date

Title of Signer (CBO or head of underwriting)

AD&D MONTHLY PREMIUM RATES

FOR ACTIVE EMPLOYEES AND THEIR DEPENDENTS

CURRENT AD&D Monthly Premium Rates effective September 1, 2022 through August 31, 2025	
	Total Proposed Monthly Rate Per \$1,000 of Coverage (to 3 decimal places)
Basic and Voluntary AD&D	
Spouse and Dependent Child(ren) AD&D	

Company Name

Authorized Signature

Date

Title of Signer (CBO or head of underwriting)