

2021 - 2022

STUDENT HEALTH INSURANCE BROKER & RISK MANAGEMENT SERVICES

Texas Woman's University

PRESENTED BY

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Section A

Background of Company

Background of Future**Health** and Insurance for Students

BACKGROUND

Insurance for Students (IFS) and Future**Health**, as one company, are providing the next generation of student insurance products. With more than 40 years of experience IFS and FH are combining their resources to focus on student's life in terms of health promotion and providing mental health services.

We are changing expectations of what you should come to expect from your traditional broker/consultant relationship. With over 40 years of student health insurance experience, we deliver policies that will impact your student's wellbeing. Through our proprietary programs, our service-first approach, and industry relationships, we are delivering insurance programs that will put your students on a path to a brighter future.

Together, we are proud of our role and contributions to the evolution and ongoing success of the many student health insurance plans we have designed and overseen. We are redefining the products available in the student health marketplace.

We recognize that each institution is unique, and flexibility is vital to our success.

THE NEXT GENERATION OF INSURANCE PROGRAMS

It's more than just insurance

- A Student Assistance Program (ASAP)
- Student Outreach Program
- FutureHealth Online Wellness & Education Platform
- Service-first approach with administrators, students, and parents
- Multilingual Customer service team devoted to insured members
- Industry Leading "A" Rated Carriers
- Network Options – Aetna, UnitedHealthcare, Cigna
- Waiver administration & Enrollment processing
- Fully customized web portal and program handouts
- ID card & policy fulfillment
- Insurance orientations and campus participation
- Health promotion collaboration & program marketing
- Claim Management & Negotiations
- Monthly Reporting on Plan Performance

Section B

Responses to Questionnaire

Attachment A Additional Questionnaire

Financial Stability

- Provide evidence that the Proposer's insurance meets TWU's insurance requirements per Section 6.4.1 of the RFP.

Acknowledge and agreed. *See Section E – Insurances and Bonds

- Has Proposer, Proposer's parent corporation, or any partner or principal of Proposer or Proposer's parent corporation (a) filed a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, (b) made an assignment for the benefit of creditors, (c) voluntarily suspended transaction of business, become insolvent or unable to pay its debts as they mature, or (d) applied for or consented to the appointment of any receiver or trustee for any such entity or person or of all or any substantial portion of the property of any such entity or person? If so, please provide a detailed explanation.

No

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

No

Reputation and Client References

- Provide references of at least two (2) current higher education clients and two (2) former higher education clients who have terminated services with your company in the past three (3) years. The reference list should include institution name and address, name of the client contact, client's telephone number, and a brief description of the work performed for the client.

Current Higher Education Clients

- Miami Dade College – Kelley Poppen, International Student Services, 305-237-7993, mdcwfsoniss@mdc.edu
 - Administer international student insurance.
 - Health promotion, orientation assistance, mental health education program implementation.
- Valencia College – Marieta Chemishanova, Ed. D., Director of ISS, 407-582-1125, mchemishanova@valenciacollege.edu
 - Administer international student health insurance.
 - Health promotion, orientation assistance, mental health education program implementation

Past Higher Education Clients

- University of Bridgeport – Jaclyn Obeng, Director of Health Services, 203-576-4712, jobeng@bridgeport.edu
 - Health promotion, orientation assistance, mental health education program implementation.

- Central State University – Dr. Karen Mathews, Director of Student Health Center, 937-376-6076, kmathews@centralstate.edu
 - Health promotion, orientation assistance, mental health education program implementation.
- Proposer must have a national presence and be professionally engaged (understand what is currently happening within insurance and risk management); please explain and provide evidence of your firm's contributions to professional organizations such as the University Risk Management and Insurance Association (URMIA) or other similar organizations.

FutureHealth and IFS have a long history of participating in various professional organizations from URMIA to ACHA, we have participated as vendors, sponsors or have attended various conferences as attendees. Our commitment to our industry is reflected in our over 40 years of being committed to the higher education market. Listed below is a list of conferences we have attended and will continue to attend.

*See **Appendix 1** for a List of Conferences attended.

Experience and Strategy

- Provide a detailed description of the Proposer's background, experience, and qualifications relevant to managing a student health insurance program.

FutureHealth background:

Kevin Saremi, the Founder and President of FutureHealth, located in West Springfield, MA has been in the higher education market for over 30 years. He created FutureHealth to help students understand how critical issues can prevent them from continuing their education, and to provide tools and resources that will help them overcome their mental health issues and continue their academic journey. Our A Student Assistance Program (ASAP) is a multi-faceted approach to mental health and wellness and includes an online program, a tele-counseling hotline, interactive webinars, free resources, educational documentaries, self-guided lessons, and more.

Along with our ability to translate our materials, we also have interpreters available for our counseling hotline. This allows us to accommodate students in over 200 languages.

Prior to FutureHealth, Kevin was the Founder and President of Consolidated Health Plans (now Wellfleet) for over 20 years. Consolidated Health Plans was a Third-Party Administrator of student health insurance plans and was one of the leading student health insurance administrators in the country. During his tenor he partnered with insurance companies like Nationwide Insurance Company and National Guardian Life and handled all the administration associated with running a student health insurance program. Through Kevin's wealth of experience, he brings an insider's perspective when it comes to the intricacies of managing a student health plan and utilizes his skills to provide our clients with the most comprehensive and competitive plan design your students deserve.

Insurance for Students (IFS) background:

Pat White founder and CEO of Insurance for Students has been in business for over 40 years. Insurance for Students, Inc. (IFS) has been designing, marketing, and administrating student medical insurance programs for higher educational institutions across the USA. As an independent broker, IFS is able to provide comprehensive health insurance plans from a variety of top-rated insurance companies in the marketplace for domestic and international students and scholars and their dependents. Located in Delray Beach, Florida, IFS's history and commitment to the higher education market is unparalleled in our industry.

Insurance for Students has extensive experience working in the international student health market.

Experience/Qualifications:

In 2020 Future**Health** and Insurance for Students partnered to provide the next generation of enhanced insurance services that focus on a student's wellbeing. Insurance for Student partnered with Future**Health** to provide students with the best possible student health insurance and mental health and wellness education. IFS was one of the first insurance brokers to see the value in adding additional mental health and wellness resources and included Future**Health's** ASAP with every policy they administer.

In 2021, Future**Health** and Insurance for Students cemented their partnership by becoming one company. Through Future**Health's** expertise in mental health and wellness combined with Insurance for Students skill in providing insurance services, together we are changing expectations of what schools should come to expect from their insurance broker.

Combined, we bring over 70 years of higher education insurance services. Throughout our histories, we have worked with and helped administer insurance plans of all types and sizes. From understanding the intricacies that go on with running an insurance company, to our service first approach of delivering comprehensive insurance programs, our qualification and experience makes us uniquely qualified to administer a student health insurance program.

- Provide a brief overview of the qualifications of key personnel who will service the TWU account. Please include the number of clients serviced by each individual, specifying the number of higher education clients. Examples of key personnel would include account executives, account managers, marketing personnel and key service representatives.

Kevin Saremi, President – Kevin Saremi, President/CEO: Kevin has over 30 years of insurance industry experience with over 25 years in the student health and employee benefit products.

Kevin was the founder & CEO of Consolidated Health Plans, a third-party insurance administrator and preferred provider network in Massachusetts working with colleges and universities across the United States. In 2011, Consolidated Health Plans was acquired by Berkshire Hathaway.

He has held various positions at Palmer Goodell Insurance, Paul Revere Insurance Companies and Monarch Capital. Kevin is a board member at American International College and a member of the World Presidents' Organization. Kevin is a past Board Member of Unitarian Universalist Society of Greater Springfield and the Holyoke Boys & Girls Club.

Kevin holds an MBA & B.S. in Business and an associate degree in Accounting.

Pat White President & CEO of Insurance for Students - Pat oversees and manages the entire operation. He is in charge of putting together the management team for the project and implementation of higher education institutions. He is the founder of the company and has worked with colleges and universities for the past 43 years designing, marketing, and administering insurance programs throughout Florida and the US. He is located in the Delray Beach office.

Debbie Saremi, Vice President - Debbie Saremi has over 30 years of experience in the insurance industry. She is a licensed insurance broker and has held licenses in all 50 states. As a licensed attorney in Massachusetts, Debbie had worked in private practice prior to joining FutureHealth as Vice President of Compliance.

Michael Hmurcik, Vice President of Sales – Michael brings with him over 13 years of experience in the higher education marketing working with brokers, consultants, and colleges & universities. He is a licensed life and health insurance agent who has over 11 years of experience in the employee benefit marketing working with both small and large employer groups selling group medical, dental, vision, and disability products both domestic and international.

Michael has honed his skills working for companies such as Consolidated Health Plans, UnitedHealthcare, and Pacific Life & Annuity. Michael has a proven track record of success and has two national awards for his accomplishments.

Fran Buit, Account Manager/Licensed Insurance Agent – Fran has over 35 years of experience with IFS working on the RFP process, plan design, implementation, marketing, and daily maintenance of insurance programs to higher education institutions. As a part of the management team, Fran assists the administration of the plan design, and the implementation process (enrollment process, waiver process, MDC administration portal) of the program for the students.

Craig Bode, Account Manager/Licensed Insurance Agent - Craig has over 15 years with IFS specializing in the daily maintenance and overseeing of new and existing student & intercollegiate sports insurance programs. As a part of the management team, Craig assists the administration of the plan design, and the implementation process (enrollment process, waiver process, MDC administration portal) of the program for the students.

Gina Wurga, Marketing Manager - Gina Has been working with FutureHealth for five years. As marketing manager, she has worked closely with our clients to provide them with the tools they need to bring FutureHealth to their students. She has created strong rapport with both current and past clients.

Jim Zarvis, Development Manager - James Zarvis has been the development manager for FutureHealth since the summer of 2012. He has over 25 years of experience as a professional software developer having led projects in the banking, arts, government, manufacturing, and insurance sectors. He has a wide range of development skill, and creative skills from Web and App development to film and animation. James is a full stack developer and visionary that has the tools to develop most anything Web, App, or media.

- Provide the qualifications of the office or branch that will service the TWU account, including (without limitation) the following qualifications:

TWU's student insurance program will be serviced through our combined offices. FutureHealth will service the mental health and wellness benefits associated with your account. Insurance for Students will house and service the student health insurance associated with TWU.

TWU will be assigned an account management team that includes sales, account management, marketing assistance and IT services.

- Approximate Total Number of Employees
13 Employees
 - Number of Clients
22 Clients
 - Number of Private College, University, Academic, Medical Center and Healthcare Clients
20
 - Number of Public College, University, Academic, Medical Center and Healthcare Clients
2
 - Approximate Premium Volume (Property and Casualty only)
None
 - Average Size of Accounts (Premium Size)
\$540,000.00
 - Largest Single Account (Premium Size)
\$3,000,000.00
 - If Direct Writer, A.M. Best's Rating
N/A
- Describe Proposer's approach to evaluating the medical insurance services offered by the University.

When evaluating the medical insurance services offered by the university it begins with assessing the current program they currently have in place. From there we begin to evaluate how the current program compliments the goal or mission of the university regarding the type of healthcare they are interested in providing to their students.

Once we have all the required data in hand and learn more about what you are looking for, we begin by completing our New Prospect Evaluation Form (**See Appendix 6**). We then make recommendations to fit the school's mission and/or market the program based on the current performance of the incumbent carrier.

If it is determined to move forward with a market check or RFP, we take the following items into consideration.

- Companies financial rating
- Carrier services and background
- Strength of Physician Network
- Additional value-added services.
- Competitive rates
- Does the carrier have the capabilities to meet schools' mission?
- Do you want a market check or RFP sent out?
- If an RFP, do you have a template you use, or we can provide one for you?

Once we have established the protocol (Market check or RFP) we send out requests to the various insurance carriers that we feel can meet the requirements of the school. We oversee the RFP process and provide details on the differences associated with each carrier. In the event we need to schedule presentations, we will coordinate with TWU and the carriers in setting up the presentations.

When a carrier is selected, we immediately schedule our first implementation meeting to determine an effective timeline of events that will meet the schools target dates and set up expectations on deliverables items.

- Describe Proposer's approach to evaluating a plan's mental health coverage.

When evaluating a plan's mental health coverage, it begins with understanding the mental health services provided on campus. What is the schools overall mission or goal regarding addressing mental health and wellness, and how does the insurance company compliment and integrate with the resources available on campus.

FutureHealth and Insurance for students are unique in the student insurance broker industry vs. other insurance brokers in that we provide every client with our proprietary mental health and wellness programs built in as part of our services. Every client we represent will have access to our A Student Assistance Program (ASAP).

In addition, each of the different student health insurance carriers have programs that assist in providing additional mental health and wellness support. By partnering with **FutureHealth** and IFS, your students will have access to campus resources, insurance carrier value adds, and **FutureHealth's** ASAP program providing them with choices when it comes to addressing their mental health and wellness. Listed below are the details and highlights of our ASAP program.

FutureHealth's A Student Assistance Program (ASAP) assists students in dealing with the mental health and general wellbeing of students today. ASAP's comprehensive program combines 24/7 telephonic counseling with online health and wellness tools that address the growing concerns facing students today.

ASAP Highlights:

- 24/7/365 counseling hotline that will maximize your ability to reach students in need.
- Student outreach program that includes everyone's buddy Q, who checks in on your student's wellbeing daily.
- Health assessments and placement assistance with their In-Network insurance provider
- Up to three (3) mental health visits paid through the ASAP counseling helpline, not the

insurance company.

- Assistance with non-mental health issues such as financial and legal issues.
- Online health & wellness tools that increase understanding of topics such as anxiety, alcohol, sexual misconduct, personal safety and more.
- Self-directed online resources including webinars, documentaries, courses, wellness tools and more.
- Counseling available in over 200 languages
- Learning modules on critical issues (alcohol, anxiety & stress, depression, sexual misconduct, personal safety and more)
- Additional features include blogs, recipes, and much more.

FutureHealth works with your institution to promote a healthy lifestyle. We provide our clients with materials to help promote available health resources.

Materials include:

Welcome Packet: A packet that introduces FutureHealth to administrators and goes through the program and frequently asked questions.

Brochures and Flyers: Designed to show members their benefits and our services.

Awareness Posters: Posters to promote awareness on topics such as alcohol abuse, depression, anxiety, and basic health promotion.

Hotline Cards: These wallet sized cards have the phone numbers to various free hotlines for issues such as depression, mental health, domestic violence, drug issues, and more.

SAMPLE HEALTH PROMOTION MATERIALS (POSTERS/HOTLINE CARDS)

Depression Poster



Health Talks Poster:



Hotline Card - 3.5" x 2" – Front and Back image



Custom videos used for orientations, student health fairs, campus events, opportunities are endless.

- Study Florida video:
https://www.myfuturehealth.com/video/sf_2d.mp4
- Marshall International Festival video:
https://www.myfuturehealth.com/video/sf_2d.mp4

FUTUREHEALTH'S OUTREACH PROGRAM

FutureHealth's unique student outreach consists of several different initiatives. We believe that students should always have an open and safe line of communication. We interact with students by sending them inspirational text messages, emailing them healthy recipes and blogs, and communicating through Q.

WHO IS Q?

Every student has a buddy – it's Q! Q connects with students daily. As part of FutureHealth's student outreach, we engage with our students daily to let them know they are not alone. Here are some of our student responses:

"Hey Q, Hope you are staying safe during these times, I'm doing so and trying to keep up with the course load for this semester."

– University of Bridgeport Student

"Yes, it helped me for sure!"

– Westminster College Student

"Doing good, here in Brooklyn, NY. I hope you're doing good as well and I hope everyone else is keeping good health. Let's hope together that this will end soon, and we can get back to normal life. Thank you for your continued emails."

– Stevens Institute of Technology Student

"Doing well cabin fever hasn't set in yet."

– Louisiana State University Student

"I am good, just trying to find a new job and maintain my online classes."

– Central State University Student

"I am grateful for health, for life, for a family, for children, for grandchildren, for a mother that's still alive, for a wonderful caring husband, for a job, for a mind, but foremost and mostly for God, who without him, all of these things would not be possible. So, I am grateful and thankful for GOD"

– American International College Student

DAILY INSPIRATIONAL TEXT MESSAGES

FutureHealth also offers daily inspirational text messaging. This is meant to promote positive attitudes and encourage constructive mindset. Everyday members will receive a text message with an inspirational quote.

DEDICATED WEBPAGE

FutureHealth will provide TWU with a dedicated webpage for their students, scholars, and dependents. The website is user friendly and includes all information included with our A Student Assistance Program (ASAP).

Website highlights:

- All written material available in over 100 different languages
- Texas Woman's University will have their own dedicated web page.
- Texas Woman's University will have the ability to post important campus dates and events on the website.
- Demo of website is available.
- How will Proposer ensure carrier-neutrality in your selection process?
 FutureHealth and Insurance for Students are dedicated to carrier-neutrality and strive to select and implement data centers facilities that share our commitment to it. When selecting and implementing our own data centers and those of our vendors.
- What strategies will Proposer employ to negotiate the best possible rates and plan design on behalf of the TWU?
 Our mission has been to deliver optimal value and service to student insurance programs by combining the following two (2) primary functions:
 Assist the College/University to design the program that best meets their institution's specific objectives, select the carrier that represents the best value (cost versus benefits), negotiate the most favorable terms.
 Implement, Administer, and Service the program daily to ensure smooth operation, high customer satisfaction and long-term plan success.
 Through our comprehensive onboarding process and our experience in evaluating health plans, we are able to evaluate how a plan is performing, provide rate projections to compare against the insurance carriers' rates, and evaluate the level of service and cost associated with your health plan. We have developed long standing relationships with each of the carriers over the years and are adept at maximizing our relationships to get the most favorable terms for your students.
- Describe how you will support TWU during any transition between carriers or administrators.
 Our support and services do not stop in between any transition between a change in carrier or administrator. Our first objective is to implement a timeline of events detailing the transition process, identifying who will be responsible for each task, and provide target dates for items to be completed.
 During any transition, our goal is to provide ongoing support for students and staff, keep working with the current provider in servicing the plan, and overseeing the implementation of the new carrier or administrator. Transparency and consistent communication keeping all parties involved and aware of each step of any change helps

provide for a smooth transition.

- Provide at least one example of how Proposer's advocacy for your client changed the outcome of a contract negotiation.

Working with a recent prospect on an International group plan, the incumbent carrier was withholding key claims data to prevent their client from obtaining insurance options from other carriers. We were able to utilize renewal letters from the past and current year to obtain a proposal from a carrier that we have an established relationship with. We were then able to deliver a proposal that matched their current level of benefits and reduced their annual premium. Without having an established relationship and business with this carrier, we would not have been able to deliver proposals for this prospect since the required data carriers typically require were not available.

- Please describe how your firm would assess the most effective approach to managing student health insurance claims and services for the particular experiences of international students. Does your carrier have knowledge/experience in working with international student needs?

We understand the challenges that international students, parents, and school administrators face when it comes to a student's well-being while abroad. A new environment, different climate, academic stress, making new friends, homesickness, etc. can all create health concerns that did not exist in their home country. A high-quality health insurance and wellness program is a significant piece of the overall puzzle in keeping a student healthy.

IFS is one of the leading providers of international student in the state of Florida. Our experience working in the international student market is unparalleled in our industry, we understand the challenges that international students, parents, and school administrators face when it comes to a student's wellbeing while abroad. We currently services over (number of students) International students made up of a combination of group and voluntary individual insurance plans.

- Please describe Proposer's strategy for ensuring that TWU receives all information regarding coverage terms and conditions prior to purchasing a policy. Please provide a sample coverage comparison.

Part of the prospecting process when evaluating proposals for comparison, there are pre-set steps we take to ensure that coverage terms and conditions are satisfied prior to purchasing a policy. From noting any policy differences to making sure all materials are in order. Before we provide plan materials for sign off, we have conducted a thorough inspection of all materials and identify any differences prior to executing a contract.

*see **Appendix 2** for a sample coverage comparison.

- Please describe Proposer's strategy for ensuring that TWU receives a policy that is issued correctly and according to specifications. Please provide a sample Policy Review Checklist.

As described in the prior section, part of our strategy during the prospecting stage of implementing a student health insurance program is to make sure that the policies are presented and any deviations between the different proposals are highlighted. Once an insurance company is selected, we continue to review marketing materials and policies as they become available to make sure they are being implemented based on the sold proposal.

*see **Appendix 3** for our Policy Review Checklist.

- Please describe Proposer's strategy for managing open tasks, such as policy issuance, endorsement requests, renewals, and pending coverage questions. Please provide a sample Open Task Report.

We keep an ongoing Open Task Report that details any open items, policy issues, and other related service items and that are assigned to the account management team to keep us on track.

*see **Appendix 4** for a sample of our Open Task Report.

Insurance and Risk Management Services Offered

Please describe Proposer's qualifications and abilities to perform the Risk Management Services detailed in the Scope of Work.

FutureHealth and IFS are always in the process of identifying, assessing, and evaluating threats, uncertainty, legal liabilities, and legislation that impacts our policyholder and its members. Part of our ongoing service is to provide updates to our clients on any changes in state regulations, health insurance trends, federal healthcare and/or changes to the PPACA that impact their policies. We are able to educate our clients and provide details on how any changes will impact their members and provide alternative options to issues that may negatively impact your policy.

We deliver these updates throughout the policy year in our pre-scheduled monthly or quarterly meetings. In the event there are issues that need immediate attention, we make our clients aware of any immediate actions that need to be addressed and is disseminated amongst all parties.

- Please describe the Proposer's qualifications and abilities to fulfill the needs and services listed for the Insurance Program detailed in the Scope of Work.
- Please describe Proposer's qualifications and abilities to perform claim handling services.

The account management team will work with the university and its students to ensure that all claims are handled to protect against any HIPPA or privacy related issues. We work to ensure that all transmission are handled in a compliant way and are followed to protect the individuals. We will assist the student with any claim's issues and work with the insurance company to get any discrepancies resolved.

Students will have access to their claims online. Each of the different carriers that we work with provide 24/7/365 access to online information regarding EOB's, schedule of benefits and policies. Additionally, TWU will have a dedicated webpage on insuranceforstudents.com to access any plan material.

- Provide details regarding:
 - Any special services, product characteristics, or other benefits (for example, software, Internet-based information services and audit programs), offered to TWU.
 - All of our insurance plans come with our proprietary A Student Assistance Program (ASAP) which combines online mental health and wellness education with a 24/7 tele-counseling hotline for any issues – big or small.
 - Dedicated webpage that houses all plan information. Which provides additional access to voluntary products associated with property protection, tuition reimbursement and other value-added services.
 - Hard waiver administration

- Invoicing
- Ability to create custom videos that can be used for social media, health promotion, orientations and more.
- Any other advantages to TWU in selecting Proposer.

We provide the same service first approach that we have used since 1978. Every client is treated the same, whether it is large or small, we are dedicated to servicing our clients and are able to provide the personal concierge service our clients have come to expect. This means we answer the phone every time you call, we confirm emails that are received, and we continually update our clients on events going within the policy.
- Any related costs of such goods, services, or advantages.

The advantage of working with FutureHealth and Insurance for Students is that we put an emphasis on your student's wellbeing. Through our proprietary mental health and wellness programs we are able to deliver additional support when it comes to the critical issues students face daily. By combining a comprehensive student insurance program with additional mental health and wellness support you are putting your students on a path to success and helps with student retention.

Communication

- Describe the overall methodology for how the Proposer communicates with its clients.

We communicate with our clients through whatever medium works best for them. Whether it is zoom calls during Covid-19, monthly/weekly conference call, in person visits, we work with each institution based on what methodology works best for them.

- Describe and provide examples of reports you have produced to communicate insurance and risk management information to university administrators.

See sample of insurance reporting that we provide to our clients on a quarterly or monthly basis depending on client's preference. We are able to provide comprehensive reports that provide details on claims, customer service, and other metrics that are important to our clients. Each carrier we work with provides their own set of data, and we disseminate this information in a way that provides our clients with a full understanding of how their program is performing on a monthly or quarterly basis.

*see **Appendix 2** for Sample Coverage Comparison

- Provide example reports of how you would communicate an analysis to compare different policies from different carriers.

See attached samples of reports showing how we compare different policies from different carriers. Important information to disseminate between comparing policies begins with noting differences in plan design, exclusion, and limitations. We understand that each carrier will have their differences in their insurance filings, and this may impact the way a policy. We would set up a meeting to go over this analysis.

*see **Appendix 2** for Sample Coverage Comparison

- Provide an outline of the types and scheduling of communications with students during the enrollment process. Samples of the communication materials should be provided in your response. Proposer will collaborate with TWU to develop marketing and communication strategy and assist with the development of communication pieces (mailers, website, and other social media) as needed.

Listed below is a sample outline of the different types of communication we send out to the students or University in providing information about the insurance program during the enrollment process. See **Appendix 5** for a sample of Communication Materials.

Outline of scheduled communication

1. Implementation Timeline – Coordinate with eh university to finalize and implementation timeline that will highlight key dates for deliver items such as marketing highlight sheet, waiver deadlines, brochures, and more.
2. Change in carrier notice – We recommend as soon as possible to update school website to reflect a change in carrier for the upcoming year. Details include carrier selection, PPO Network, upcoming rates and who to contact for questions.
3. Marketing highlight sheets – Provide to students a marketing highlight sheet that highlights key features of the insurance program including carrier, schedule of benefits, cost and waiver and enrollment instructions.
4. Online waiver/enrollment instructions – Provide detailed information on how to waive or enroll in the health plan.
5. Friendly reminders – Communications meant to remind students of tasks they need to due such as waive or enroll in a health plan.
6. Future**Health** notification – An email will go out to all students enrolled in the insurance program letting them know that it comes free with their insurance plan. The email will provide instructions on how to access our program.

Section C

Financials (schedule of cost and fees)

Financials
Schedule of Costs and Fees

Section D

Scope of work,
Including a program overview

Scope of Work

Our team has over 40 years' experience in developing, marketing, and administering student health insurance plans. We have successfully retained clients by using our service first approach to the student health insurance market. This includes:

- Notifying clients of new insurance products and options that address student needs.
- Provide a comprehensive action plan to implement and market student health insurance to include developing a timeline for major milestones throughout the year.
- Take data provided by client to assemble and format into a marketing submission for consideration by insurance carriers.
- Solicit quotes and negotiate insurance coverage terms and conditions and/or alternative risk financing arrangements to include terms, services, and premiums from markets with input from client.
- Provide frequent updates to client on status of placement action plan in an acceptable and easily accessible format.
- Present complete proposal package to include quotes and declinations, as well as coverage options and support material to client in a detailed report.
- Create an executive summary for client that allows for quick comparison review of coverage options and pricing among the carriers.
- Disclosing all compensation that is affiliated with the services provided by us, any of our affiliates, or any other intermediary during the term of the agreement to include but not limited to: commissions, fees, contingent commissions, enhanced or supplemental commissions, excess and surplus lines and reinsurance commissions, profit sharing, volume over-rides, work transfer payments, service income, fiduciary funds income, sales incentives, and gifts.
- Verify that rates and premiums are properly calculated and charged.
- Our accounts team works with clients to ensure proper billing.

Section E

Insurance and Bonds



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NORTHEAST AGENCIES INC/PHS 01216379 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:		
	PHONE (866) 467-8730	FAX (888) 443-6112	
	(A/C, No, Ext):		
	E-MAIL ADDRESS:		
INSURED INSURANCE FOR STUDENTS, INC 1690 S CONGRESS AVE STE 101 DELRAY BEACH FL 33445-6327	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Sentinel Insurance Company Ltd.		11000
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		01 SBM RH3217	06/21/2021	06/21/2022	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			01 SBM RH3217	06/21/2021	06/21/2022	COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS							
	NON-OWNED AUTOS							
A	UMBRELLA LIAB EXCESS LIAB	X		01 SBM RH3217	06/21/2021	06/21/2022	EACH OCCURRENCE	\$1,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	01 SBM RH3217	06/21/2021	06/21/2022	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			01 SBM RH3217	06/21/2021	06/21/2022	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. CDS International Holdings 1690 S CONGRESS BUILDING LLC are Additional Insureds per the Business Liability Coverage Form SS0008, attached to the policy.

CERTIFICATE HOLDER

CDS International Holdings
1690 S CONGRESS BUILDING LLC
3299 NW BOCA RATON BLVD
BOCA RATON FL 33431-6633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Section F

HUB Subcontracting Plan



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

If you will be awarding **all** of the subcontracting work you have to offer under the contract to **QIDY** Texas certified HUB vendors, complete:

☐ Section 1- Respondent and Requisition Information

☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.

☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.

☐ Section 2 c. - Yes

☐ Section 4 - Affirmation

☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you **W2..11m** have a **continuous** in place for more than five (5) years **meets or exceeds** the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

☐ Section 1- Respondent and Requisition Information

☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.

☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

☐ Section 2 c. - No

☐ Section 2 d. - Yes

☐ Section 4 - Affirmation

☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you **W2..D9l** have a **continuous contract** in place for more than five (5) years **does not meet or exceed** the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

☐ Section 1- Respondent and Requisition Information

☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.

☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

☐ Section 2 c. - No

☐ Section 2 d. - No

☐ Section 4 - Affirmation

☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:

☐ Section 1- Respondent and Requisition Information

☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

☐ Section 3 - Self Performing Justification

☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

11.2 percent for heavy construction other than building contracts,

21.1 percent for all building construction, including general contractors and operative builders' contracts,

32.9 percent for all special trade construction contracts,

23.7 percent for professional services contracts,

26.0 percent for all other services contracts, and

21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

@#HUB RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Future Health, LLC State of Texas VID #: 27-3835540
Point of Contact: Michael Hmurcik Phone#: 413-858-2611
E-mail Address: MHmurcik@fhsmail.com Fax#: 413-858-7010
- b. Is your company a State of Texas certified HUB? ☐ Yes ☒ No
- c. Requisition#: RFP-731-21-013-KV Bid Open Date: 05/05/2021
(mm/dcUm,)

Enter your company's name here: **Future Health, LLC**Requisition#: **RFP- 731-21-013-KV****RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a 'Subcontractor' means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for	Percentage of the contract expected to be subcontracted to non-HUBs.
		for more than five (5) years	for more than five (5) years	
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		¾	¾	¾

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendorhubforms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using Qualified Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the 'Agency Special Instructions/Additional Requirements.'

☐ **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Future Health, LLC

Requisition#: RFP- 731-21-013-KV

@: (tiit•Jfj) RESPONDENrS SUBCONTRACTINGINTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item#	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a valid contract in place for	Percentage of the contract expected to be subcontracted to HUBs with which you have a valid contract in place for	Percentage of the contract expected to be subcontracted to non-HUBs.
		for msuJ: 1bila O a {) nael.	milC1 lbiD fillt () lr'.HCl'	
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

"Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Future Health, LLC

Requisition#: RFP-731-21-013-KV

SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded 'No' to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

FutureHealth and Insurance for Students have been creating and supplying our clients with marketing materials related to their insurance programs (including but limited to posters, cards, brochures, and flyers), support for administrators, and support for enrolled students on our own. Our marketing and sales team works very hard to produce the necessary supplies, materials and equipment for our clients to meet their needs.

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition

The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).

The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Michael Hmurcik

Printed Name

VP of Sales

Title

05/12/2021

Date
(mm/dd/yy)

Reminder:

If you responded 'Yes' to **SECTION 2, Items c or d**, you must complete an 'HSP Good Faith Effort - Method A (Attachment A)' for the subcontracting opportunities you listed in SECTION 2, Item b. of

If you responded 'No' **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for the subcontracting opportunities you listed in SECTION 2, Item b. of

HSP Good Faith Effort- Method B(Attachment BJ)

Rev. 2117

Enter your company's name here: **Future Health, LLC**

Requisition #: **RFP-731-21-013-KV**

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed 'HSP Good Faith Effort - Method B(Attachment B)' for of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/hub-forms/hub-sbcontractor-achnab.pdf>

MENTOR PROTEGE PROGRAM

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment

Item Number: Description:

MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting its Protege (Protege must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protege

☐ **Yes** (If **Yes**, continue to SECTION B-4.)

☐ **No / Not Applicable** (If **No** or **Not Applicable**, continue to SECTION 8-3 and SECTION B-4.)

NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION 8 -1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also be mindful that a working day is considered a normal business day of a state agency not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be 'day zero' and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION 8-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tnasscmbsearch/index.jsp>. HUB status code 'A' signifies that the company is a Texas certified HUB.

b. List the **Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION 8-1. Include the company Texas Vendor Identification (VID) Number, the date you sent notice to that company and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Number)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2) or more** trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hubresources.htm>

d. List **trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION 8-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ Yes ☐ No
		☐ Yes ☐ No

HSP Good Faith Effort - Method B(Attachment 8) Cont.

Rev. 2117

Enter your company's name here: Future Health, LLC

Requisition #: RFP-731-21-013-KV

Subcontractor Selection

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cpa.state.tx.us/toasscmlsearch/hindex.jsp>. HUB status code 'A' signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Number. If you do not have a VID or EIN, leave the VID or EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Future Health, LLC

State of Texas VID #: 27-3835540

Point-of-Contact: Michael Hmurcik

Phone#: 413-858-2611

E-mail Address: MHmurcik@fhsmail.com

Fax#: 413-858-7010

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone#: _____

Requisition#: RFP-731-21-013-KV

Bid Open Date: 05/05/2021

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be day zero and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

-

-

-

Section G

W9

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Future Health LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ D Individual/sole proprietor or single-member LLC ☒ [Z] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ D Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 95 Elm Street, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code West Springfield, MA 01089	
7 List account number(s) here (optional)	

mm Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

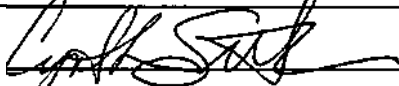
Social security number									
[][][][][][][][][]									
or									
Employer identification number									
2	7	-	3	8	3	5	5	4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **5/11/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

Form 1099-S (proceeds from real estate transactions)

Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

Form 1099-C (canceled debt)

Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Section H

Signed Affirmations and Conflict of Interest



TEXAS WOMAN'S UNIVERSITY™

REQUEST FOR PROPOSAL

RFP Number: RFP-731-21-013-KV

Student Health Insurance Broker and Risk Management Services

**PROPOSALS MUST BE RECEIVED BEFORE:
May 27, 2021 at 2:00 PM CST**

NOTE: ONLY PROPOSALS SUBMITTED ONLINE WILL BE ACCEPTED.

Proposal must be submitted online in TWU's electronic bidding portal

<https://www.bidnetdirect.com/texas/twu>

before the hour and date specified for receipt of proposal.

Online bidding system closes at exactly 2:00 PM. Please allow sufficient time to upload your documents. Late submittals will not be accepted.

Proposals will be received online until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award of a Contract, if one is made.

SUBMIT ONLINE RESPONSES TO:

<https://www.bidnetdirect.com/texas/twu>

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Attachment A – Additional Questionnaire

SECTION 1 GENERAL INFORMATION

1.1 Introduction

Texas Woman's University ("TWU") is seeking competitive responses to a Request for Proposal ("RFP") for Student Health Insurance Broker and Risk Management Services. This RFP provides sufficient information for interested parties ("Proposers") to prepare and submit Proposals for consideration by TWU. Additional information may be made available by written request to the point of contact indicated provided on the RFP coversheet.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of TWU's needs.

By submitting a Proposal, the Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Services to be provided, and the conditions under which the Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected by TWU, the Proposer will notify TWU immediately of any material change in any matters with regard to which the Proposer has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this Request for Proposal (RFP) carefully and to submit a complete response to all requirements and questions as directed.

Acknowledge and agreed.

1.2 Information about Texas Woman's University

[Texas Woman's University](#) — created in 1901 by the 27th Texas State Legislature — holds a distinctive position in the Lone Star State and the nation today: *it is America's largest public university primarily for women.*

Since its founding more than a century ago, Texas Woman's has become known for its contributions and leadership in the fields of education, nutrition, the arts and sciences, nursing and the health care professions. TWU's main campus is in the booming North Texas college town of Denton just 40 miles from the Dallas-Fort Worth metropolis and consistently named one of Texas' and the nation's best college towns. It also has health sciences centers in Dallas' prestigious Southwestern Medical District and Houston's world-renowned Texas Medical Center.

The University has more than 15,000 students on these three campuses and offers more than 60 programs of study with a total of 110 undergraduate and graduate degrees (bachelor's: 43, master's: 47 and doctoral: 20) in traditional, online and hybrid formats. Nearly 60 percent of TWU students take at least one online course, and one-fourth of its graduate students only take online courses.

TWU offers the student support, class sizes and campus aesthetics more typically found at a private university. TWU believes in a quality education that is affordable and accessible, which is why it offers more than \$15 million in scholarships annually.

Acknowledge and agreed.

1.3 Mission Statement

Texas Woman's University cultivates engaged leaders and global citizens by leveraging its historical strengths in health, liberal arts, and education and its standing as the nation's largest public university. primarily for women. Committed to transformational learning, discovery, and service in an inclusive environment that embraces diversity, Texas Woman's inspires excellence and a pioneering spirit

Acknowledge and agreed.

1.4 Scope of Goods and/or Services

TWU is seeking Proposals from one or more responsive and responsible Proposer(s) for Student Health Insurance Broker and Risk Management Services.

Acknowledge and agreed.

1.5 Term of Award

The term for an awarded Contract under this RFP is anticipated to begin on the date of the last signature, and to expire one (1) years from that date. Unless terminated earlier pursuant to the Contract terms, any Contract may be renewed for up to four (4), one (1) year Renewal terms upon mutual agreement of the parties, to be evidenced in writing sixty (60) days prior to the expiration date of the initial or then current renewal term.

Automatic renewals shall not be utilized unless approval is obtained from the Board of Regents outside of an original four year term. The contract will require a termination without cause provision of sixty (60) days or less.

Acknowledge and agreed.

1.6 Schedule of Events

TWU will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

Distribution of RFP	May 5, 2021
Mandatory Pre-bid Meeting	May 20, 2021 2:00 PM CST
Deadline for Submission of Written Questions	May 24, 2021 5:00 PM CST
Deadline for Submission/Delivery of Proposals	May 27, 2021 2:00 PM CST
Evaluation of Proposals	June 1, 2021
Award Recommendation	June 14, 2021

* All dates are tentative and subject to change

Acknowledge and agreed.

1.7 TWU's Right to Reject

This RFP does not commit TWU to select a proposer or to award a Contract to any proposer. TWU reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or items not specified in the RFP documents, or irregularities of any kind, are subject to disqualification by TWU at its option. If TWU

receives fewer than three proposals, TWU has the right to reissue this RFP in order to gain additional competitive proposals.

Acknowledge and agreed.

1.8 Historically Underutilized Business (HUB) Firms

TWU endeavors to promote full and equal opportunity for businesses to supply TWU with goods and/or services that are necessary to support TWU's educational mission. In this regard, TWU commits to select Proposers in accordance with (i) TWU needs, (ii) TWU resources, (iii) HUB goals and guidelines established by the Texas legislature and Statewide Procurement Division (SPD), and (iv) TWU policies and procedures for contracting with HUBs, specifically URP I.13.a Historically Underutilized Businesses. Proposers shall allow TWU full access to documentation relating to its HUB program and any HUB Subcontracting plans. Failure to comply with any provision of the state or University's HUB regulations may result in immediate cancellation of any Contract.

Acknowledge and agreed.

1.9 Definitions/Glossary of Terms

Addendum: A written change, addition, alteration, correction, or revision to a Solicitation document or a Contract.

Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include a renewal or extension of a Contract.

Assignment: An authorized legal transfer of contractual rights from one party to another party.

Award: The act of accepting a bid, proposal or offer; thereby resulting in a Contract or Purchase order between TWU and the Proposer.

Best Value: Factors to be considered in determining best overall value for TWU in accordance with [Texas Education Code §51.9335 \(b\)](#).

Best and Final Offer (BAFO): The result of final negotiations with responsive Proposers during the RFP process.

Comptroller: The Texas Comptroller of Public Accounts.

Conflict of Interest: A Conflict of Interest refers to a situation in which an employee's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, the employee's judgment in exercising any duty or responsibility, including the conduct or reporting of research, owed to the Institution.

Consultant: An individual or firm that provides Consulting Services to an Institution and does not involve the traditional relationship of employer and employee [Texas Government Code § 2254.021](#).

Contract: A legally binding written agreement executed between TWU and a third party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to: letter agreements, co-operative agreements, memorandums of understanding (MOU), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders.

Contract Administration: Following the award of a Contract, the department level actions to oversee full compliance with all of the terms and conditions contained within a Contract.

Contract Administrator: The Contract Administrator is the department level individual responsible for adherence to all provisions contained within a Contract and for managing the performance of a Contract.

Contractor: An entity or individual that has a Contract to provide Goods or Services to TWU. For the purposes of this RFP, Contractor is used interchangeably with the term "Proposer".

Escalation Clause: A provision in a Contract that allows for increasing or decreasing the Contract price for Goods or Services in step with market prices, an agreed-upon benchmark such as the consumer price index (CPI), or when maintenance and operating costs increase or decrease.

Fiscal Year (FY): The twelve-month period starting September 1 and closing on August 31 covered by the State's annual budget.

Negotiations: Conferring, discussing, or bargaining to reach a mutual agreement between two or more parties.

Opening Date: The date and time, after submission of Proposals, when sealed Proposal Responses are opened.

Procurement (Procure): Purchasing, renting, leasing, or otherwise acquiring any Goods or Services, including all functions that pertain to the acquisition through Contract Close-out.

Proposal: A Response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a Contract award.

Proposer: An entity submitting a Proposal to a Request for Proposal. The term includes anyone authorized to act on behalf of the individual or other entity that submits a Proposal, such as agents, employees, and representatives.

Purchase Order: A signed written acceptance of an offer from a vendor. A purchase order may serve as the legal and binding Contract between parties.

Renewal: The process where an existing Contract is renewed for an additional time period in accordance with the terms and conditions of the original Contract.

Request for Proposal (RFP): A Solicitation requesting submittal of a Proposal in response to the required Specifications and usually includes some form of a cost Proposal. The RFP process allows for Negotiations between a Proposer and the issuing Institution.

Responsive: The Proposer has complied with all material aspects of the Solicitation, including submission of all required documents in accordance with the Specifications.

Scope of Work (or "SOW"): A detailed, written description of the conceptual requirements contained within the Specifications.

Scoring Matrix: A chart used to document the evaluation criteria of a Proposal.

Service(s): The furnishing of labor, time, and effort by a Contractor or Auxiliary Enterprise, including for

a Construction Project, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: A method or process used to obtain Responses for the purpose of gathering information or entering into a Contract.

Solicitation Conference: A meeting chaired by the Procurement Services Office which is designed to help potential Proposers understand the requirements of a Solicitation. May also be known as a Pre-proposal Conference.

Specification(s): Description of the requirements for Goods or Services including the Scope of Work, to be fulfilled by a Contractor.

Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor's duties under a Contract.

Vendor: A supplier of goods and/or services that is awarded and contracts with TWU.

Vendor Debarment: The status of any Vendor who is debarred from conducting business with an Institution by either the Texas Comptroller or the federal government. Debarment protects the State from risks associated with awarding Contracts to Vendors who have exhibited an inability or unwillingness to fulfill contractual requirements or who have displayed improper conduct. Debarment may include a Vendor's successors-in-interest. Debarment does not relieve the Vendor from responsibility for fulfilling existing obligations.

Acknowledge and agreed.

SECTION 2 PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Questions by Proposers

Questions must be submitted in writing by the date indicated in the section entitled "Schedule of Events." The questions, written TWU response, and addenda related to the RFP, if any, will be posted on the State of Texas Electronic State Business Daily (ESBD) website <http://www.txsmartbuy.com/sp>. Only those replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. If TWU determines a question has been sufficiently answered in the RFP, the inquiring proposer will be referred to the relevant section of the RFP. ***Note: It is the responsibility of the Proposer to check the ESBD website for any and all addenda posted for this RFP.***

Questions must be emailed to the following purchaser:

Kari Vander Wege
twubids@twu.edu
Texas Woman's University
Procurement and Contract Services

Acknowledge and agreed.

2.2 Communications with TWU Personnel

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing TWU business operations, proposers are expressly and absolutely prohibited from engaging in communications with TWU personnel who are involved in any manner in drafting of the RFP, in

the review and/or evaluation of the Proposals, selection of a proposer, in selection of a Contractor, or negotiation or formalization of a Contract. If any proposer engages in conduct or communications that TWU determines is contrary to the prohibitions set forth in this section, TWU may, at its sole discretion, disqualify the proposer and withdraw the proposer's proposal from consideration.

Acknowledge and agreed.

2.3 Proposal Formatting and Presentation Requirements

2.3.1 The Proposal itself must contain all the components in the following order:

- Background of the proposer;
- Proposer's responses to the section entitled "Questionnaire";
- Schedule of costs and fees;
- Scope of work, including a program overview;
- Insurance and bonds (if requested);
- HUB subcontracting plan (**required** for proposals valued at ≥ \$100,000);
- W9; and
- Signed Affirmations and Conflict of Interest.

2.3.2 The Proposal must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the Proposal.

2.3.3 Preprinted material should be referenced in the proposal and included as labeled attachments, provided as a separate section of the proposal and clearly identified in the table of contents

2.3.4 All pages are to be typed on 8 ½ x 11-inch paper and numbered sequentially.

Acknowledge and agreed.

2.4 Submittal Instructions for Proposals

2.4.1 The Proposals must be signed by the responding company's official authorized to commit such Proposals. ***Failure to sign the Execution of Offer will be basis for Proposal disqualification.***

2.4.2 All proposals must be submitted/or received no later than the date and time indicated in the section entitled "Schedule of Events."

2.4.3 Proposers must verify that all components referenced in 2.3.1 have been attached and submitted.

Acknowledge and agreed.

2.5 HUB Subcontracting Plan

TWU has determined that there are subcontracting opportunities. The Proposer must include a subcontracting plan for any Proposal anticipated to result in a Contract exceeding \$100,000, even if the Proposer intends to self-perform. Supporting documentation must be submitted with the subcontracting plan. Credit can be received for first and second tier (subcontractors of subcontractors).

For assistance with preparation of the subcontracting plan, email TWUbids@twu.edu.

A HUB Subcontracting Form **must** be completed and returned with any proposal to be considered responsive if TWU has determined there is a possibility of subcontracting.

HSP forms can be found at <https://twu.edu/media/documents/procurement/hub-subcontracting-plan.pdf>. Additional information about the State of Texas HUB requirements is available on the Texas Comptroller's website under the "Historically Underutilized Business (HUB) Program" link <https://comptroller.texas.gov/purchasing/vendor/hub/>

TWU is relying upon the Proposer's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Proposers, who intend to subcontract, are responsible for identifying all areas that will be subcontracted. In accordance with 34 TAC §20.11, a subcontractor means a person who contracts with a prime contractor to work, to supply commodities, or contribute toward completing work for a governmental entity.

Acknowledge and agreed.

2.6 Right to Modify, Rescind, or Revoke the RFP

TWU reserves the rights to modify, rescind, or revoke this RFP in whole or in part at any time prior to the date on which the authorized representative of TWU executes a Contract with the selected Proposer.

Acknowledge and agreed.

2.7 Signature and Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Affirmations and Conflict of Interest to bind the Proposer. Proposals submitted without the required signature shall be disqualified.

Acknowledge and agreed.

2.8 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, TWU Policies and Procedures

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable policies and procedures of Texas Woman's University.

Acknowledge and agreed.

2.9 Compliance with RFP Requirements

By submitting a Proposal and by signing the Affirmations and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFP, TWU's General Terms and Conditions contained in the RFP, all of which will be incorporated into and be made a part of any Contract awarded by TWU. TWU, at its sole discretion, may disqualify a proposal from consideration if TWU determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

Acknowledge and agreed.

2.10 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Assistant Vice President of Procurement and Contract Services, each Proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for services. Proposals are to be valid for TWU's acceptance for a minimum of 270 days from the submittal deadline date to allow time for evaluation, selection, Negotiations, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the Contract.

Acknowledge and agreed.

2.11 Right of Rejection

A proposal consisting of only alternate Services (i.e., a proposal that offers Services different from those requested by this RFP and is not otherwise invited) may be considered non-responsive by TWU and is subject to rejection.

Acknowledge and agreed.

2.12 Use and Disclosure of Information

Proposers acknowledge that TWU is an agency of the State of Texas and is therefore required to comply with the [Texas Public Information Act](#). If a proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TWU only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

If the proposer marks the whole Proposal or substantive portions of the Proposal as confidential, TWU in its sole discretion may declare the proposal non-responsive.

By submitting a Proposal, Proposer hereby grants a limited license to reproduce the Proposal in order to comply with any legal requirement including but not limited to the Texas Public Information Act and legislative budget board requirements.

Acknowledge and agreed.

2.13 Extension of Pricing and Terms and Conditions

Proposers are requested to extend the pricing and all terms and conditions offered in their proposal to state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, as well as other State of Texas "Certified," public educational entities. In the event an award is made, the individual agencies may or may not elect to use the Contract.

Acknowledge and agreed.

2.14 Withdrawal or Modification

No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the negotiating process which are approved by the Assistant Vice President of Procurement and Contract Services. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by TWU, which shall be based on Proposer's submittal in writing of a reason acceptable to TWU.

Acknowledge and agreed.

2.15 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless TWU, its campus components, Board of Regents, officers, employees, agents and personnel, from and against any and all claims, liability, damages and costs, including court costs and attorneys' fees, arising out of or pursuant to submission or delivery of the proposal or failure to submit or deliver the proposal to Procurement and Contract Services at Texas Woman's University, as designated in the submittal instruction sections of this RFP.

Acknowledge and agreed.

2.16 Proposal Opening

Proposals will be opened online at the date and time of the deadline. The proposal opening process is open to the public. For convenience, Proposers wanting a list of proposals submitted can email the TWU contact person listed in section 2.1 after the opening. All submitted proposals become the property of TWU after the RFP submittal deadline/opening date and will not be returned.

Acknowledge and agreed.

SECTION 3 PROPOSAL CONTENTS/DETAILS

3.1 Objectives

TWU is seeking proposals from responsive and responsible Proposer(s) for Student Health Insurance Broker and Risk Management Services in accordance with the requirements/conditions set forth in the Sealed Proposal Request No. RFP-731-21-013-KV.

This contract may be awarded to one or more Proposers to serve all Texas Woman's University, including Denton, Dallas and Houston. If multiple Proposers are awarded a contract, each TWU department /location will independently select the Proposer and Services that provide best value for that department/location.

The Proposer(s) chosen by TWU shall agree to make all the required and optional Services agreed to in their proposal available to all TWU locations at the same pricing levels during the contract period. Initiation of any new service not anticipated by the RFP are to be added as an addendum to the Contract and pricing negotiated but set at no more than the then-current published rate. Although those services may only be used by one TWU location they will be made available to all locations.

The Contract is based on this RFP, the Proposal, and the Proposer's technical specifications

supporting it. Any of the TWU locations may elect to enter into a resulting relationship with a successful Proposer under this RFP. Each TWU locations will choose one of the Proposers selected through this RFP process to provide the chosen Services under the Contract. Additional Contracts with the TWU locations will not be required, executed or authorized. An Addendum will be executed by each TWU location for services. All terms and conditions of the Master Contract will apply.

Acknowledge and agreed.

3.2 Project Details

This Request for Proposal ("RFP") is being issued to select provider(s) for the purpose of soliciting proposals for student health insurance brokerage and risk management consulting services. The current insurance policies within the scope of TWU's student health insurance portfolio include:

- Mandatory international student health insurance
- Voluntary domestic student health insurance
- Mandatory student bloodborne pathogen post-exposure evaluation and treatment insurance for students enrolled in certain courses with the potential for exposures to bloodborne pathogens

Acknowledge and agreed.

3.3 Scope of Work

3.3.1 Insurance Program

- Notify TWU of new insurance products and options that address TWU's student health insurance needs
- Provide a comprehensive action plan to implement and market student health insurance to include developing a timeline for major milestones throughout the year
- Take data provided by TWU to assemble and format into a marketing submission for consideration by insurance carriers
- Solicit quotes and negotiate insurance coverage terms and conditions and/or alternative risk financing arrangements to include terms, services and premiums from markets with input from TWU
- Provide frequent updates to TWU on status of placement action plan in an acceptable and easily accessible format
- Present complete proposal package to include quotes and declinations, as well as coverage options and support material to TWU in a detailed report
- With the proposal package, put together an executive summary for TWU administration that allows for quick comparison review of coverage options and pricing among the carriers
- Disclose any and all compensation that is affiliated with the services provided by the Proposer, any of its affiliates, or any other intermediary during the term of the agreement to include but not limited to: commissions, fees, contingent commissions, enhanced or supplemental commissions, excess and surplus lines and reinsurance commissions, profit sharing, volume over-rides, work transfer payments, service income, fiduciary funds income, sales incentives and gifts. Additional compensation will be treated as belonging to TWU and will be treated as an offset against fixed fees
- Verify that rates and premiums are properly calculated and charged and confirm to TWU in

writing that invoiced premiums are correct. If policies are placed on a fee basis, obtain documentation from insurers that premiums are net of commissions

- Where applicable, TWU and Proposer will agree on whether a policy is direct billed or agency billed. TWU prefers to pay premiums through Proposer rather than direct bill.
- When premiums are billed through Proposer, forward premiums due to insurance carrier on TWU's behalf

Acknowledge and agreed.

3.3.2 Policyholder Services

- Be an advocate for TWU
- Provide insurance binders, certificates and policies within 24 hours of being requested or upon receipt from carrier
- Provide quarterly loss run reports for each policy
- Verify accuracy of bills, audits and other premium adjustments prior to sending them to TWU
- Answer questions and other correspondence during regular business hours
- Provide information for an emergency contact who can be reached during non-business hours
- Organize and attend meetings throughout the year and document meeting discussions by taking meeting minutes. Send minutes to TWU within 48 hours of meeting for review and comment
- Assist TWU in budget forecasting by providing an annual estimate on insurance premiums by keeping abreast of market conditions, understanding TWU's exposures, and evaluating TWU's loss history

Acknowledge and agreed.

3.4 **Mandatory Virtual Pre-Proposal Meeting**

A mandatory virtual pre-proposal meeting will be held on May 20, 2021 at 2:00 P.M CST. The meeting will be held online via Zoom. To obtain an invite to the mandatory virtual pre-proposal meeting, email twubids@twu.edu by May 19, 2021 at 5:00 pm CT. An employee of the Proposer must attend the mandatory virtual pre-proposal meeting in order to submit a proposal.

Acknowledge and agreed.

3.5 **Delivery and Inspection**

3.5.1 All Products ordered by TWU are subject to inspection and approval by the ordering department. TWU reserves the right to reject and refuse acceptance of Product which is not in accordance with the ordering instructions, specifications or quality standards of same. Rejected Products shall be at the expense of the selected Proposer(s).

Acknowledge and agreed.

- 3.5.2 If for any reason TWU is not satisfied with a Product, Proposer(s) shall replace the Product with no additional charge or provide a credit.

Acknowledge and agreed.

3.6 Invoicing and Payment

- 3.6.1 Proposer(s) shall be required to submit invoices to Texas Woman's University Procurement and Contract Services, P.O. Box 425439, Denton, Texas 76204-5439 or email to twupayables@twu.edu.
- 3.6.2 All invoices will be paid net 30 in compliance with Texas laws. All invoices must reference a valid purchase order or will be returned as non-compliant. No order shall be placed without a valid TWU purchase order.
- 3.6.3 Proposer(s) may submit a proposal for a prompt payment discount.

Acknowledge and agreed.

3.7 Compensation and Fees

- a. Proposer(s) must state in detail what the commission percentage or dollar amount will be on the student health insurance placements. This fee/commission must be included as a per student rate, included in the premium.
- b. Proposer(s) must state in detail any fees they may charge the student or TWU in addition to or in lieu of receiving commission for the placement of the student health insurance plan and management of the program.
- c. Proposer(s) must state in detail any other forms of compensation they may receive from the insurance carrier or other party. This includes compensation paid for processing claims or acting as a Third-Party Administrator for the insurance carrier.
- d. In the event it is determined the successful Proposer(s) did not disclose all forms of compensation they receive for the placement and or management of the student health insurance; TWU will not be responsible for payment for those non-disclosed amounts.

Acknowledge and agreed.

3.8 Alternate Proposals

TWU will not consider alternate proposals outside this RFP for required services that expand or are different from these specifications.

However, the Proposer may take the opportunity to relate to TWU any new or different services (not presented in the prior sections) which it feels may be useful or of interest to TWU.

Acknowledge and agreed.

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

TWU will utilize a proposal Evaluation Team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of TWU, and the judgment in this regard shall be considered final. Any Contract resulting from this request shall be awarded to the Proposer providing the Best Value to TWU.

Under section 51.9335 of the Texas Education Code in determining what is the best value to an institution of higher education, TWU shall consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services, the quality of the Proposer's goods or services, the extent to which the goods or services meet TWU's needs, the Proposer's past relationship with TWU, the impact on the ability of TWU to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to TWU of acquiring the Proposer's goods or services, any other relevant factor that a private business entity would consider in selecting a vendor and the use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

Acknowledge and agreed.

4.2 Proposer's Acceptance of Evaluation Methodology

Submission of a proposal indicates Proposer's acceptance of the evaluation method and Proposer's recognition that some subjective judgments must be made by TWU during the awarding of evaluation criteria points.

Acknowledge and agreed.

4.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet TWU's requirements and to provide the Best Value to TWU. Proposal shall be evaluated by awarding points to each of the following evaluation criteria.

The evaluation will be based on the following system:

Criteria	Points
Experience and Strategy	20
Reputation and Client References	20
Broker Compensation and Fees	20
Insurance Broker and Risk Management Services Offered	15
Overall Communication Methodology	15
Professional Contributions/Research	10
TOTAL POINTS:	100

Acknowledge and agreed.

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to TWU. TWU expects clear and concise answers to all questions.

Acknowledge and agreed.

4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the section entitled "Schedule of Events."

Acknowledge and agreed.

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the Proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Proposers or, at TWU's sole option and discretion, TWU may discuss or negotiate all elements of the proposal with selected Proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

Acknowledge and agreed.

4.7 Best and Final Offer

When deemed appropriate by the Evaluation Team, after the submission of proposals but before the final selection of the successful proposal, TWU may request Proposers to provide a best and final offer. TWU is not bound to accept the best-priced proposal if that proposal is not the most advantageous to TWU as determined by the evaluation team.

Acknowledge and agreed.

4.8 Award of Contract

TWU reserves the right to award a Contract, award multiple Contracts to more than one Proposer, to reject any and all Proposals, or terminate the RFP process.

Contract Documents

The Contract entered into by the parties shall be in the form of the Contract (sample attached) which will reference in priority order: the RFP, the Proposal, and applicable statement of work (SOW) and purchase order which shall be referred to collectively as the Contract.

Acknowledge and agreed.

4.9 Proposer/Vendor Protest

Any actual or prospective Proposer or vendor who is aggrieved in connection with the solicitation, evaluation or award of a Contract may formally protest to the Assistant Vice President of Procurement

and Contract Services.

Acknowledge and agreed.

SECTION 5 PROPOSER'S QUESTIONNAIRE

The Proposer recognizes that in selecting a supplier, TWU will rely in part on the answers provided in response to this section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. TWU reserves the right to contact references or contact names listed below and shall be free from any liability to Proposer for conducting such inquiry.

- 5.1** Provide a summary of the Proposer's overall capabilities, recent and related experience, and expertise. Provide information on the Proposer's experience related to the scope of work outlined in this RFP, as well as its current workload, facilities, resources and experience that clearly demonstrate its ability to successfully complete the work required within the constraints stated.

Acknowledge and agreed.

- 5.2** Provide a brief resume for each of the proposed key personnel, focusing on relevant experience, and list the assigned function of each key person as it relates to this RFP. Provide information related to previous projects. Also include a statement describing the Proposer's commitment of the individuals proposed to perform the requested services.

Acknowledge and agreed.

- 5.3** Provide the name and email address of a point-of-contact for the submitted proposal response. This point-of-contact will not be recognized as, or accepted in lieu of, the "Proposer Signature" requirements in Section 7 of this document.

Acknowledge and agreed.

- 5.4** Provide a copy of your company's audited financial statements for the past two years.

Acknowledge and agreed.

- 5.5** Provide a brief description of projects completed or commodities sold within the past five years. The projects or commodities should be similar to the scope of work or desired goods described in this RFP. Include, as applicable, project description and location or commodities sold, description of services or commodities provided, budget performance and schedule performance, key personnel involved, client name, contact name and phone number. Particular weight will be given to similar projects in higher education.

Acknowledge and agreed.

- 5.6** Provide three professional references (key contact names, titles, and telephone numbers) that have direct knowledge of your ability to provide the type of goods and/or services outlined in this RFP. Particular weight will be given to references provided in higher education.

Acknowledge and agreed.

- 5.7** Provide a list of any professional organizations the Proposer is a member of or actively involved with.
Acknowledge and agreed.
- 5.8** Provide any details of all pending litigation or claims filed against your company in the past ten years that would negatively impact your company's performance under a Contract with TWU.
Acknowledge and agreed.
- 5.9** Provide a completed and signed W9 for your company.
Acknowledge and agreed.
- 5.10** Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
Company is not for sale or is looking to acquire another business entity.
- 5.11** Is your company currently in default on any loan Contract or financing Contract with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

No

SECTION 6

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract or purchase orders arising out of this RFP. If the Proposer takes exception to any of the following General Terms and Conditions set forth, the Proposer must submit a list of the exceptions as part of its proposal. The Proposer's exceptions will be reviewed by TWU and may result in disqualification of the Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then TWU may consider Proposer's exceptions when TWU evaluates the Proposer's proposal. In addition, and to the extent they do not conflict with these terms in any resulting contract, TWU purchase order terms and conditions will apply to all purchases of goods and services by TWU <https://www.twu.edu/procurement/terms-and-conditions/>

6.1 Publicity

Proposer agrees that it shall not publicize a Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TWU's name or protected marks in connection with any sales promotion or publicity event without the prior express written approval of TWU.

Acknowledge and agreed.

6.2 Independent Contractor Status

Contractor is an independent contractor. Contractor is not a state employee, partner, joint venture, or agent of TWU. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort including worker's compensation insurance. Contractor is responsible for its conduct of business operation, including employee salaries, travel expenses, etc.

Acknowledge and agreed.

6.3 Subcontractors

Subcontractors providing goods or services under the Contract shall meet the same requirements and level of experience required of the Proposer. No subcontractor under the Contract shall relieve the Proposer of the responsibility for ensuring the requested goods or services are provided. Proposers planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their submitted proposals. If selected by TWU, vendor will not delegate any of its duties or responsibilities under this RFP or the Contract to any subcontractor, except as expressly provided in the Contract.

Acknowledge and agreed.

6.4 Insurance Requirements

6.4.1 Insurance

Contractor agrees to maintain, at Contractor's sole expense, and provide proof of insurance meeting TWU's Third Party Insurance Standards (www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf). By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Therefore, the Contractor shall assess its own risks and, if it deems appropriate, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

The Contractor's failure to comply with the requirements of this section shall be considered a breach of this Agreement.

Proof of Insurance Coverage will be forwarded to Texas Woman's University Procurement and Contract Services, P.O. Box 425439, Denton, Texas 76204-5439 or email to twucontracts@twu.edu.

Acknowledge and agreed.

6.4.2 Additional Insured, Subrogation

All policies must include a waiver of subrogation favoring TWU. With the exception of the Workers' Compensation and Professional Liability policies, TWU shall be an additional insured on all policies.

Acknowledge and agreed.

6.4.3 Certificates of Coverage

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, the vendor shall furnish Procurement and Contract Services with certificates of insurance in a form acceptable to TWU's Risk Manager, certifying that the vendor carries the required insurance policies and coverage. The certificates shall be sent to Procurement and Contract Services, at the address or email listed in section 2.1.

Acknowledge and agreed.**6.4.4 Notification of Cancellation**

The vendor will endeavor to notify TWU's Office of Procurement and Contract Services 30 days before any material change or cancellation of any insurance policy. In the event the vendor receives notice of modification or cancellation of any of the policies required under the Contract, then prior to the effective date of modification or cancellation of the policy, the vendor shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TWU's Risk Manager. If the vendor fails to obtain such an insurance policy, TWU may immediately terminate the Contract without further notice to the vendor.

Acknowledge and agreed.**6.5 Acceptance of Products and Services**

All products furnished and all services performed under the Contract shall be to the satisfaction of TWU and in accordance with the specifications, terms and conditions of this Contract. TWU reserves the right to inspect the products furnished or the services performed and to determine the quality, acceptability and fitness of such products or services.

Acknowledge and agreed.**6.6 Infringement of Patents and Copyrights**

The vendor agrees to protect TWU from claims involving infringement of patents or copyrights. If applicable to any awarded Contract, Vendor will defend, at its expense, any proceeding against TWU ("Claim") to the extent such Claim is based upon an allegation that Vendor's product, as of its delivery date under the Contract, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Vendor will indemnify TWU for any judgments, settlements and reasonable attorney fees resulting from a Claim.

Acknowledge and agreed.**6.7 Taxes**

6.7.1 TWU, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The vendor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

6.7.2 The vendor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The vendor shall be responsible for and pay

all social security, unemployment insurance, old age retirement and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the vendor.

Acknowledge and agreed.

6.8 Technology Access

The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of electronic and information resources (EIR) unless that EIR meets certain statutory requirements relating to accessibility as required by Texas Administrative Code (TAC) 206 and 213. Accordingly the vendor represents and warrants to TWU that the EIR provided to TWU complies with the accessibility requirements as outlined in 1 TAC 206 and 213 by providing (1) a completed Voluntary Product Accessibility Template (VPAT) attesting to the EIR's accessible features and capabilities or (2) providing a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities.

Acknowledge and agreed.

6.9 Federal Funding

6.9.1 This Contract may be funded wholly or partially with federal funds. The Proposer shall comply with all applicable provisions of federal law. TWU utilizes <https://www.whitehouse.gov/omb/information-for-agencies/circulars/> and <http://www.gsa.gov> for all federal guidelines.

Acknowledge and agreed.

6.10 Time of Performance

Time is of the essence in the rendering of services and delivery of products under a Contract. Contractor agrees to perform all obligations and render services on the schedules set forth in this proposal or as agreed upon in a written Contract. TWU will have no obligation to accept late performance by the Contractor.

Acknowledge and agreed.

6.11 Default

In the event that the vendor fails to carry out or comply with any of the terms and conditions of the Contract, TWU may notify the vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the vendor fails to remedy such failure or default within the ten (10) day period, TWU shall have the right to cancel the Contract upon thirty (30) days written notice.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by TWU shall not limit any other right or remedy available to TWU at law or in equity.

Acknowledge and agreed.

6.12 Termination

6.12.1 Upon award, the Contract may be terminated, without penalty, by TWU or the vendor with or without cause by giving at least thirty (30) days written notice of such termination.

Acknowledge and agreed.

6.12.2 Upon award, the Contract is subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

Acknowledge and agreed.

6.12.3 The Contract may be terminated by either the vendor or by TWU upon thirty (30) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, Contracts or conditions hereof, and such failure is not cured during such thirty (30) day period.

Acknowledge and agreed.

6.12.4 TWU may terminate the Contract immediately without further notice if the vendor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.

Acknowledge and agreed.

6.12.5 In no event shall such termination by TWU as provided for under this section give rise to any liability on the part of TWU including, but not limited to, claims of vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TWU's sole obligation hereunder is to pay vendor for products or services received prior to the date of termination.

Acknowledge and agreed.

6.13 Contractual Requirements

6.13.1 Contract administration will be by TWU Procurement and Contract Services. No modification or amendment to any awarded Contract shall become valid unless agreed to by TWU in writing and signed by both parties. All correspondence regarding modifications or amendments to an awarded Contract must be forwarded to the TWU Procurement and Contract Services Department for prior review and approval. Only the Assistant Vice President of Procurement and Contract Services or his/her designee will be authorized to process changes or amendments. All amendments must be signed by the same person who signed the original Contract or a person with institutional approval authority.

Acknowledge and agreed.

6.13.2 Proposer(s) shall reference the applicable TWU contract number on all quotes and invoices.

Acknowledge and agreed.

6.13.3 Proposer(s) shall accept a purchase order. Purchase orders will be submitted by fax or email depending on the Proposer(s) preference. No work shall commence at any time unless a valid

purchase order has been received by the Proposer. TWU is not liable to pay any order that is not submitted on a TWU purchase order.

Acknowledge and agreed.

6.13.4 All changes must be supported by a written Purchase Order Change Notice prepared and processed by TWU Procurement and Contract Services. Other TWU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

Acknowledge and agreed.

6.14 Retention of Documents

The vendor will maintain records generated pursuant to the Contract for the full term of the Contract plus a period of at least seven (7) years after expiration or termination of the Contract.

Acknowledge and agreed.

6.15 Right to Audit

6.15.1 The vendor understands that acceptance of funds under any Contract awarded from this RFP acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Acknowledge and agreed.

6.15.2 TWU shall have the right, at its sole cost, to either use its own employees or engage an independent third party to audit the financial records of a vendor pertaining to any awarded Contract for the preceding forty eight (48) month period. Such audit shall be completed by TWU or its representatives at the vendor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. In the event such audit reveals any underpayment to or overpayment by TWU, the vendor shall promptly pay the amount to TWU. If such audit reveals any overpayment to or underpayment by TWU, TWU shall promptly pay the amount to the vendor.

Acknowledge and agreed.

6.16 Confidentiality

Vendor and TWU acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with vendor or TWU unless required by law.

In the course of providing services during the term of the Contract, Vendor may have access to student education records and HIPPA records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is

considered confidential and is therefore protected. To the extent that Vendor has access to “education records” under the Contract, it is deemed a “school official,” as each of these terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of the Contract. Except as required by law, Vendor shall not disclose or share education records with any third party unless permitted by the terms of the Contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Vendor under the Contract.

Vendor shall not make available information on any student, faculty, or staff member for marketing purposes.

Acknowledge and agreed.

6.17 Severability

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

Acknowledge and agreed.

6.18 Non-Waiver of Defaults

Any failure of TWU at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair it or the right of TWU at any time to avail itself of same.

Acknowledge and agreed.

6.19 Assignment

Neither this Contract, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by TWU. Vendor shall not subcontract any portion of services encompassed by the Contract without TWU's prior written approval. TWU shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by vendor shall be wholly void and ineffective for all purposes unless made in conformity with this section.

Acknowledge and agreed.

6.20 Texas Public Information Act

All information, documentation and other material submitted by vendor under this proposal is subject to public disclosure under the Texas Public Information Act (the “Act”) (Texas Government Code, Chapter 552). Vendor is hereby notified that TWU strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General.

TWU will use reasonable efforts to maintain the confidentiality of vendors' submitted information except where TWU is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether a vendor's proprietary information (such as financial information, client lists, etc.) is released to the public, however TWU will use reasonable efforts to give a vendor notice of requests for its proprietary information in accordance with the Act. TWU cannot represent vendor interests to the Texas Attorney General and vendors seeking to protect their proprietary information will be required to submit a letter, brief, or memorandum to the Attorney General with reasons in support of withholding their information. Please note that in general, contracting information as defined by the Act, including vendor pricing information, will be disclosed under the Texas Public Information Act. If vendors have further questions regarding the Texas Public Information Act, they should seek appropriate legal counsel.

In submitting this bid for Contract with TWU, the Vendor understands that any contract awarded must comply with applicable sections of Subchapter J, Chapter 552 of the Texas Government Code (the "Texas Public Information Act" or "TPIA"), including Section 552.371. Such Contract will contain the following required verbiage outlining Vendor responsibilities:

Vendor must:

- (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to TWU for the duration of the Contract;
- (2) promptly provide to TWU any contracting information related to the Contract that is in the custody or possession of the Vendor on request of TWU; and
- (3) on completion of the Contract, either:
 - (A) provide at no cost to TWU all contracting information related to the Contract that is in the custody or possession of the Vendor; or
 - (B) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to TWU.

As required by the TPIA, Vendor hereby acknowledges the following applies to the Contract between TWU and Vendor on this bid:

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Further, in addition to the possible termination of the Contract, Vendor acknowledges that failure to comply with the requirements of the TPIA may negatively affect Vendor's eligibility to bid on future contracts with TWU.

The definition of "contracting information" above is provided in Section 552.003(7) of the Government Code.

Acknowledge and agreed.

6.21 Registration of Sex Offenders

All sex offenders required to register with local law enforcement authorities under Chapter 62.151 of the Texas Code Of Criminal Procedure who intend to work on any campus of TWU for a consecutive period

exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with the TWU Department of Public Safety (DPS) within 7 days of beginning work on any campus of TWU. In addition, such sex offenders are required to notify DPS within seven (7) days of terminating work on any campus. Therefore, if employees and/or agents of vendors and subcontractors will be performing work on any TWU campus, it is the vendor's responsibility to comply with this requirement. For additional information, please contact DPS at Hubbard Hall Lower Level, 301 Administration Drive, Denton, TX 76201 940-898-2911, or <https://www.twu.edu/dps/>

Acknowledge and agreed.

6.22 Indemnification

The vendor agrees to and shall indemnify and hold harmless TWU, its Board of Regents, officers, agents, employees, and personnel, against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the vendor in the performance and/or failure to perform within the Contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the vendor or subcontractors. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

Acknowledge and agreed.

6.23 Governing Law

Denton County, Texas shall be the proper place of venue for suit on or in respect of this Contract. The Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Acknowledge and agreed.

6.24 Dispute Resolution

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by TWU and the contracting party in an attempt to resolve any unresolved claim for breach of contract arising under the Contract and made by the contracting party.

- (a) A contracting party's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the contracting party shall submit written notice, as required by Subchapter B, to the Assistant Vice President of Procurement and Contract Services. Said notice specifically states that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TWU and the contracting party that are otherwise entitled to notice under this Contract. Compliance by the contracting party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.
- (b) The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the contracting party's sole and exclusive process for seeking a remedy for an alleged breach of contract by TWU if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the contracting party consent to sue under Chapter 107 of the civil Practices and Remedies Code.
- (c) Neither the execution of this contract by TWU nor any other conduct of any representative of TWU

relating to the contract shall be considered a waiver of TWU's sovereign immunity to suit.

- (d) The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect TWU's right of ability to bring suit against the contracting party for disputes arising under this Contract, nor will it affect TWU's ability to assert all claims and defenses in a lawsuit.
- (e) Pursuant to Chapter 2260, the submission, processing and resolution of the contracting party's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- (f) Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TWU the contracting party shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the contracting party may suspend performance during the pendency of such claim or dispute if the contracting party has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

Acknowledge and agreed.

6.25 Warranties

The Contractor warrants and implies that Goods delivered to TWU under the Contract are merchantable and fit for use for the particular purpose set forth in the Contract. The Contractor warrants that Services furnished under the Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. TWU may provide the Contractor with notice of any defect or nonconformance on or before the time period set forth in the Contract. The Contractor will correct or re-perform, at no cost to TWU, any Service that does not conform to the requirements of the Contract.

Acknowledge and agreed.

6.26 Disclosure of Interested Parties

As applicable and pursuant to Texas Government Code § 2252.908, the Contractor must complete [Form 1295](#) for certification and filing with the Texas Ethics Commission no later than thirty (30) days after the effective date of the Contract. The form is found at <https://www.ethics.state.tx.us/>.

Acknowledge and agreed.

SECTION 7 EXECUTION OF OFFER AND AFFIRMATIONS

Signing this proposal with a false statement is a material breach of Contract and shall void the submitted proposal or any resulting Contracts, and the Proposer may be removed from all proposal lists. By signature hereon affixed, the Proposer hereby certifies that:

- 7.1 The Proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.

Acknowledge and agreed.

- 7.2 Proposer agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Acknowledge and agreed.

- 7.3 Proposer certifies as follows: "Pursuant to Section 231.006, Family Code, re: child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate."

Furthermore, any Proposer subject to Section 231.006, Family Code, must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to award. Enter the name and social security numbers for each person below. Proposers that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders' List will be deemed to have satisfied this requirement.

Name: Kevin Saremi	SS#
Name: Deborah Saremi	SS#:
Name:	SS#:

Acknowledge and agreed.

- 7.4 The Proposer has not given, offered to give, nor intends 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 the submitted proposal.

Acknowledge and agreed.

- 7.5 The Proposer has not received compensation for participation in the preparation of the specifications for this RFP.

Acknowledge and agreed.

- 7.6 Neither the Proposer nor the firm, corporation, partnership or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas 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.

Acknowledge and agreed.

- 7.7 The Proposer certifies that the vendor and/or principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

Acknowledge and agreed.

- 7.8 Under Section 2155.006(b) of the Texas Government Code, a state university may not accept a proposal or award a Contract, including a Contract for which purchasing authority is delegated to a state university, that includes a proposed financial participation by a person who, during the five-year

period preceding the date of the proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Acknowledge and agreed.

- 7.9 Proposer agrees to comply with Government Code 2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Acknowledge and agreed.

- 7.10 To the extent this RFP relates to a project as defined Tex. Gov't Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Tex. Gov't Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States as defined in Tex. Gov't Code §2252.201(4).

Acknowledge and agreed.

- 7.11 Pursuant to Texas Gov't Code Section 2270.001, Proposer affirmatively states that it does not boycott Israel. Additionally, Proposer shall not engage in a boycott of Israel during the term of any award or Contract.

Acknowledge and agreed.

- 7.12 Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, Proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

Not applicable

- 7.13 Any resulting Contract is not prohibited under Texas Government Code §2261.252(b) and Proposer agrees that if Proposer's certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

Acknowledge and agreed.

- 7.14 Conflict of Interest

- 7.14.1 The vendor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any 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 ventures of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of TWU, on the other hand, other than the relationships which have been previously disclosed to TWU in writing and (ii) Proposer has not been an employee of TWU within the immediate twelve (12) months prior to the submittal deadline. All disclosures by Proposer in connection with this affirmation will be subject to administrative review and approval before TWU enters into a Contract with Proposer. Any violation of this conflict of interest policy shall result in immediate cancellation of any resulting Contract in addition to a potential debarment of the vendor from doing business with the State of Texas.

Acknowledge and agreed.

- 7.14.2 No officer or employee of Proposer is in any dual employment positions with TWU that would result in a conflict of interest in relation to his/her position at TWU. If such circumstance arises, the employee shall remove himself/herself from the Procurement process and disclose the relationship to his/her direct supervisor and to the Assistant Vice President Procurement and Contract Services. A TWU department may not hire a vendor if a current TWU employee of such department is also employed by such vendor; a current employee of such department has a direct or indirect ownership interest in such vendor; and/or the hiring of such vendor would result in the furtherance of any private interest or gain for a current employee of such department. If the owner of any such vendor who provides services to TWU is a TWU employee, compliant payment to any vendor classified as a sole proprietorship or an individual shall be made through the Payroll Services department.

Acknowledge and agreed.

- 7.14.3 Proposer will make all disclosures required under [Texas Government Code § 2252.908](#) upon award of a Contract that has a value of at least \$1 million.

Acknowledge and agreed.

7.15 Conflict of Interest Affirmation:

By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.

- ☐ The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- ☐ Disclose any current or former employees who are current or former employees of the Institution.

Former Employee Name

TWU Department

- ☐ Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

<u>Actual or Proposed Personnel</u>	<u>Related Party</u>

- ☐ The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of TWU in connection with the Solicitation or any resulting Contract.
- ☐ Neither the Proposer nor the Proposer's principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with TWU. TWU may also verify that an entity or principals are not debarred, suspended or otherwise excluded to confirm that no Contracts are awarded, extended or renewed.

Proposer Information and Signature

Proposer certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of Proposer's proposal.

By signing the proposal, the vendor certifies that if a Texas address is shown as the address of the vendor, the vendor qualifies as a Texas Resident Bidder, as defined in 34 TAC sec. 20.38.

Payee Identification Number (PIN):

Sole Proprietor should also enter social security No.:

Proposer/Company: FutureHealth, LLC

Name (Typed/Printed): Michael Hmurcik

Title: Vice President of Sales

Street: 95 Elm St, Suite 200

City/State/Zip: West Springfield, MA 01089

Telephone No.: 413-858-2611

Fax No.: 413-858-7010

E-mail: MHmurcik@fhsmail.com

Signature (INK):

Other Preferences as defined in 34 TAC sec. 20.38 (check any that are applicable)

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR
PROPOSAL.**

Section K

Appendix

Appendix 1

List of Conferences

List of Conferences

We have attended, sponsored, and exhibited at the following conferences:

1. ACHA - American College Health Association
2. Regional ACHA conferences
3. NAFSA - National Association of Foreign Student Advisors
4. NAFSA regional conferences (Region 5, 6, and 7)
5. URMIA - University Risk Management and Insurance Association
6. FAIE – Florida Association of International Educators
7. CCID – Community College International Development
8. Community College Conference on Legal Issues
9. AFC – Association of Florida Colleges Conference
10. NASPA – Student Affairs Administrators
11. AISF – Association of independent schools of Florida
12. ICEF – Miami Conference

Appendix 2

Sample Coverage Comparison

Policy comparison

Account Name: Sample University

Policy number: 2021-138-2

	UHCSR (Current Provider)	Aetna	Wellfleet	BC/BS
Eligibility	Undergraduate nine (9) hours	X	X	X
	Three (3) hours in the summer	X	X	X
	Graduate students taking six (6) or more credit hours	X	X	X
Effective and Termination dates	8/1/2021 - 7/31/2022	X	X	X
Extension of Benefits	Yes	Yes	Yes	Yes
Pre-admission Notification	Yes	Yes	Not required	Yes
Preferred Provider Informaton	United Choice Plus	Aetna PPO	Cigna PPO	BC/BS PPO
Student Health Center benefits	The policy deductible will be waived for services rendered	X	X	X

Schedule of benefits (list deviations)

Prescription Drugs	\$20 Copay per prescription	X	X	X
	\$40 Copay per prescription Tier 2	X	\$50 Copay per prescription Tier	X
	\$60 Copay per prescripton Tier 3	X	\$70 copay per prescription Tier	X
	Up to 31-day supply per prescription not subject to	X	X	X
Mandated benefits	Included	Included	Included	Included
Coordination of benefits provision	Yes	Yes	Yes	Yes

Exclusion and limitations (list deviations)

Medical Evacuation beneffits	Unlimited	X	X	X
Repatriation benefits	Unlimted	X	X	X
Tele-medicine	Included at 100%	Yes, but cost sharing \$25	X	Not available
Tele-behavioral health	Included at 100%	Yes, but cost sharing \$25	X	Not available
Value - Add programs				
Dental and Vision discount	X	X	X	X
Nurse Line	X	No nurseline	X	X
Mental Health & Wellness Program	Healthiest You	Wellbeing Resources	Care Connect	Campus Christie
Student Assistance Program	X	No	No	No



ACCOUNT SETUP INSTRUCTIONS

IFS/FH Account Manager: _____

School Year: _____

Account Name: _____

Policy Number: _____

Insurance Carrier: _____

Plan Selected: _____ Custom Designed _____ Shelf Plan - give plans offering students _____ Student can select any shelf plan

Approved Shelf Plans: _____

How do Students Enroll: _____ Online Only _____ Paper Only _____ Online/Paper _____ School provides roster- give invoice instructions:

Invoice Sent to: Name: _____ Email: _____

Mailing Address: _____

Phone: _____ Invoice to be generated: Fall _____ Spring _____ Summer _____

Special Instructions: _____

Student Types and Rules: _____ Domestic with _____ credit hours

_____ F1 _____ M1 _____ J1 _____ Opt _____ Intensive English

Rules/requirements: _____

Dependents: _____ Can be purchased with Student coverage _____ Cannot be purchased with Student coverage

If not offered on student plan options to suggest: _____

IFS Website link: _____ Private Links: _____ Yes _____ No if yes give links & rules

Private Link: _____ Rules: _____

Private Link: _____ Rules: _____

Plan Dates & Enrollment Requirements:

Enrollment Options on Website

_____ Annual _____ Fall Only _____ Spring-Summer _____ Spring Only _____ Summer

_____ Fall Only via private link _____ Spring Only via private link _____ Other see attached sheet with dates

Dates: Annual: _____ Fall: _____

Spring: _____ Summer: _____

Special Instructions / Rules _____

Compliance Form Required: _____ Yes _____ No if yes, please include copy of compliance form. Reviewed By:

_____ School Official Name _____ Department _____

Email _____ Phone _____

_____ IFS Person to review: _____

Response sent to: _____ via _____ email _____ Fax

Email Address _____ Fax: _____

Contact at School if issues: Name _____ Phone: _____

School Contacts: (attach sheet with additional names if needed)

Name: _____

Title: _____ Phone: _____

Email: _____

IFS website admin _____ Yes _____ No Level _____

Name: _____

Title: _____ Phone: _____

Email: _____

IFS website admin _____ Yes _____ No Level _____

Name: _____

Title: _____ Phone: _____

Email: _____

IFS website admin _____ Yes _____ No Level _____

Name: _____

Title: _____ Phone: _____

Email: _____

IFS website admin _____ Yes _____ No Level _____

Claims Office: Address: _____

Phone # _____ Contact: (IFS office staff only) _____

Claim Form Required: _____ Yes _____ No If yes, where do they get form: _____

ID Cards: _____ Underwriter sends welcome email with ID card instructions

_____ IFS/FH system generates ID card - how is student notified - please check one below

_____ IFS sends customized email (please supply details) _____ System notifies student ID available

_____ Other - please explain: _____

Appendix 3

Policy Review Checklist

Policy review checklist

(please note any deviations or changes in policy have been communicated to client prior to checking off items)

- ____ Rates
- ____ Eligibility
- ____ Effective date
- ____ Network
- ____ Schedule of Benefits
- ____ Exclusions and Limitations
- ____ Mandated Benefits
- ____ Marketing Material
- ____ Insurance brochure
- ____ Website (both our website & insurance carriers)
- ____ Mandated Benefits
- ____ Medical Evacuation Benefits
- ____ Repatriation Benefits

Value – add services

- ____ Dental and vision discount
- ____ Nurse line
- ____ Counseling line
- ____ Mental Health and Wellness Program
- ____ Student Assistance Program

Account Management Signature: _____

Date: _____

Appendix 4

Open Task Report

TASK REPORT						
TASKS	ASSIGEND TO	PRIPORITY	START DATE	DUE DATE	% COMPLETE	NOTES
Sign Application	Mike	High	Date	Date	100%	
Receive Rates	Mike		Date	Date	100%	
Receive Policy	Mike				100%	
Create Marketing	Gina		Date	Date	75%	Client has allowed FH to use logo
Implementation Meeting	Mike/Gina		Date	Date	50%	Zoom information
Eligibility Meeting	Mike/ Gina/ Jim		Date	Date	50%	
Invoicing Setup	Mike/ Gina		Date	Date	25%	
ID Cards	Mike		Date	Date	0%	Online V. Hard copy?

Appendix 5

Communications Materials

Sample University
Implementation Schedule
Calendar Year 2021

May	Date	Responsibility
☐ Signed documents received		University
☐ Begin developing marketing materials		FH/IFS & Carrier
☐ Develop website portal		FutureHealth/IFS
☐ First implementation meeting to go over key dates and deliverables		FH/IFS, University, & Carrier
☐ Update school website to reflect upcoming insurance changes		FH/IFS&University
June	Date	Responsibility
☐ Draft of Marketing Highlight sheet finalized		FH/IFS & Carrier
☐ Draft of brochure		FH/IFS & Carrier
☐ Marketing sheet finalized		FutureHealth/IFS
☐ Website portal opened		FH/IFS & Carrier
July	Date	Responsibility
☐ Open waiver site		School to determine
☐ Student communication - explain waiver process		FH/IFS & Carrier
☐ Student communication - noting plan details are available online		FH/IFS&University
☐ Schedule ASAP meeting		FH/IFS&University
☐ Final implementation meeting		FH/IFS&University
☐ First eligibility file is submitted		University
☐ Marketing materials approved & posted on websites		FutureHealth/IFS
August	Date	Responsibility
☐ Eligibility file continue to be submitted		University
☐ Ongoing maintenance of plan		FutureHealth/IFS
☐ Student communication - noting the waiver deadline		FH/IFS&University
☐ Open waiver site		FutureHealth/IFS
POLICY EFFECTIVE	8/31/2021	
September	Date	Responsibility
☐ Final eligibility list is received		FH/IFS&University
☐ Waiver closes		FutureHealth/IFS
☐ ID cards are mailed		FutureHealth/IFS
☐ First invoice is sent out		FH/IFS & Carrier
☐ Ongoing maintenance of plan		FutureHealth/IFS
October	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS

November	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS
December	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS

Calendar Year 2022

January	Date	Responsibility
☐ Invoice Released/Paid		FutureHealth/IFS
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Open waiver site for new students		FH/IFS & Carrier
☐ Ongoing maintenance of plan		FutureHealth/IFS
SPRING EFFECTIVE DATE		University
February	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University
☐ Renewal delivered		FH/IFS & Carrier
☐ Renewal meeting scheduled		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS
March	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS
April	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS
May	Date	Responsibility
SUMMER EFFECTIVE DATE		University
☐ Invoice Released/Paid		FH/IFS&University
☐ Eligibility is updated		University
☐ Claims meeting		FH/IFS&University
☐ Ongoing maintenance of plan		FutureHealth/IFS
June	Date	Responsibility
☐ Invoice Released/Paid		FH/IFS&University

☐	Eligibility is updated		University
☐	Claims meeting		FH/IFS&University
☐	Ongoing maintenance of plan		FutureHealth/IFS
July		Date	Responsibility
☐	Invoice Released/Paid		FH/IFS&University
☐	Eligibility is updated		University
☐	Claims meeting		FH/IFS&University
☐	Ongoing maintenance of plan		FutureHealth/IFS
August		Date	Responsibility
☐	Invoice Released/Paid		FH/IFS&University
☐	Eligibility is updated		University
☐	Claims meeting		FH/IFS&University
POLICY INEFFECTIVE		8/30/2022	

Prospect:

Basic Info	Current Carrier					
	PPO Network					
	PBM					
	Eligibility					
Rates		Domestic	Int'l	Graduate	Medical	Other
	Annual Student					
	Dependent					
	Family					
	Renewal					
Plan Nuances	Student Health Center					
	Types of Services					
	Counseling Services					
	Pharmacy Services					
	Strategic Relationships					
	Local Health Facility					
	Local Pharmacy					
	ICS					
	Plan Include Sports					
	List of Sports					
Customer Service	Issues					
	Claims					
	Implementation					
	Renewal Process					
	Meetings					
Claims Evaluation	Top CPT Categories	1				
		2				
		3				
		4				
		5				
	Overall Claims Evaluation					
	What Changes should be implemented					
Underwriting Evaluation	Projected Rates					
	Notes					