



Texas Comptroller of Public Accounts
Glenn Hegar

Benjamin Kalenak Account ▾

Bid Postings

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Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: Benjamin Kalenak

Contact Number: 512-579-5048

[Modify Solicitation](#)

Contact Email: bkalenak@utsystem.edu

Solicitation ID: 720-2106

Solicitation Title: Actuarial Services

[Internal Notes](#)

Agency/Texas SmartBuy Member Name: University Of Texas System - 720

Posting Requirements: 21+ Days for Solicitation Notice

[Cancel Solicitation](#)

Solicitation Posting Date: 11/4/2020

Response Due Date: 12/7/2020

Response Due Time: 2:30 PM

Solicitation Description:

Attached you will find submittal instructions for UT System RFP Public Portal - Bonfire; please follow the link below to the website for bid documents and details:

<https://utsystem.bonfirehub.com/opportunities/33197>.

Class/Item Code: 94612-Actuarial Services And Retirement Planning

[Published Details](#) [Internal Notes](#)

Record Attachments

#	Name	Description
1	ESBD_File_216286_Submission Instructions - 720-2106.docx	Submission Instructions - 720-2106



Texas Comptroller of Public Accounts

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- [HB855 Browser Statement](#)

OTHER STATE SITES

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)
- [State Link Policy](#)
- [Texas Veterans Portal](#)

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
HSP (Section 2.3)	File Type: PDF (.pdf)	1	Required	
Sample Agreement	File Type: Word (.doc, .docx)	1	Required	
Scored Criteria (75%) (Q-04GS)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Pricing (Section 6)	File Type: PDF (.pdf)	1	Required	
Execution of Offer (Appendix 1, section 2)	File Type: PDF (.pdf)	1	Required	
General Questionnaire (Appendix 1,	File Type: PDF (.pdf)	1	Required	



Name	Type	# Files	Requirement	Instructions
section 3)				
Addenda Checklist (Appendix 1, section 4)	File Type: PDF (.pdf)	1	Required	
Additional Documentation	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required	
Pricing for Services (25%) (BT-26CR)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Appendix Four (Q-29SX)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project



Name	Type	# Files	Requirement	Instructions
				listing on the Bonfire portal.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
NIGP	94612	Actuarial Services	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://utsystem.bonfirehub.com/opportunities/33197>.

Please note that Questionnaires may take a significant amount of time to prepare.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://utsystem.bonfirehub.com/opportunities/33197>.

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://utsystem.bonfirehub.com/opportunities/33197>

The Q&A period for this opportunity starts Nov 04, 2020 5:00 PM CST. The Q&A period for this opportunity ends Nov 18, 2020 12:00 PM CST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Dec 07, 2020 2:30 PM CST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

The University of Texas System uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



REQUEST FOR PROPOSAL

**RFP No. 720-2106
Actuarial Services**

Proposal Submittal Deadline: Monday, December 7, 2020 at 2:30 PM CST

The University of Texas System
Office of Employee Benefits

Prepared By:
Ben Kalenak
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
bkalenak@utsystem.edu
11/4/2020

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation's largest systems of higher education, with [14 institutions](#) that educate more than 230,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 80,000 health care professionals, researchers, student advisors and support staff, the UT System is one of the largest employers in the state.

Life-changing research and invention of new technologies at UT institutions places the UT System among the [top 10 "World's Most Innovative Universities,"](#) according to Reuters. The UT System [ranks eighth in the nation in patent applications](#), and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and No. 3 in the nation in federal research expenditures.

In addition, the UT System is home to three of the nation's National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research. And the UT System is the only System in the country to have four Clinical and Translational Science Awards (CTSA) from the National Institutes of Health.

Transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in 2015. And UT was the only system of higher education in the nation that established not one, but two new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue to do so thanks to our generous donors and the leadership of the [Chancellor](#), [Board of Regents](#) and [UT presidents](#).

1.2 Background and Special Circumstances

The University of Texas System ("**University**") is soliciting proposals from qualified and appropriately licensed firms to provide actuarial services to University for the Employee Group Insurance Program and Retirement Programs ("**Program**").

The primary objective of University is to maximize the benefits and services that employees and retired employees of University receive for each dollar spent on benefits. In support of this objective, the Office of Employee Benefits ("**OEB**") requires actuarial services for the Employee Group Insurance Program that may include, among other things, assistance in evaluation of cost impact of benefit design alternatives, consideration of funding alternatives, development of contribution rates, data development to support on-going analysis of program cost and utilization, preparation of financial statements, cash flow analysis, revenue and cost projections, and analysis of the actuarial impact of legislation on the Program. In addition, for the Retirement Programs, OEB requires actuarial services that may include, among other things, plan design and selection and monitoring of investment options and investment providers.

SUMMARY OF CURRENT UNIVERSITY PROGRAMS

University has over 135,000 employees and retired employees plus approximately 99,000 dependents participating in the Employee Group Insurance Program. University offers one health plan option – UT SELECT, a self-funded preferred provider organization (“**PPO**”) plan available in all areas. UT SELECT medical benefits are currently administered by Blue Cross and Blue Shield of Texas (“**BCBSTX**”), while UT SELECT pharmacy benefits are currently administered by Express Scripts, Inc. (“**ESI**”).

University also currently offers two self-funded dental PPO plans - UT SELECT Dental and UT SELECT Dental PLUS. In addition, University offers the following fully insured optional plans: a dental health maintenance organization, two vision plans, voluntary group term life coverage, accidental death and dismemberment coverage, short and long term disability coverage, long term care insurance, and flexible spending accounts. These plans are voluntary, and generally the premiums are fully paid by the participating employees and retired employees.

Of the approximately 135,000 employees eligible to participate in the voluntary retirement plans, University has over 23,000 employees who participate in the UTSaver voluntary retirement programs – 403(b) Tax Sheltered Annuity Program (“**TSA**”) and the 457(b) Deferred Compensation Plan (“**DCP**”). University also administers a mandatory 403(b) plan, the Optional Retirement Program (“**ORP**”), that eligible employees may choose in lieu of participation in the Teacher Retirement System of Texas (“**TRS**”). Approximately 17,500 eligible employees currently contribute to ORP. Additionally, University maintains a 415(m) excess benefit plan for certain eligible ORP participants. Approximately 200 employees currently contribute to the 415(m) plan. University contracts with five (5) retirement providers with which employees may invest their pre-tax or post tax contributions for one of the UTSaver voluntary retirement programs the ORP and the 415(m) excess benefit plan.

The Group Insurance Program and University’s Retirement Programs are administered by University’s OEB located at University headquarters in Austin, Texas.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No. 720-2106 (this “**RFP**”), from qualified vendors to provide actuarial services (the “**Services**”) more specifically described in **Section 5** of this RFP.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Monday, December 7, 2020 (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP via Bonfire portal.

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

University must receive all questions or concerns no later than November 18, 2020. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

- A. Cost (25%);
- B. Vendor Experience (25%);
- C. Actuarial requirements (35%);
- D. Reporting (15%)

2.4 Key Events Schedule

Issuance of RFP	November 4, 2020
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	November 13, 2020
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	November 18, 2020
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Monday, December 7, 2020

2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

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

Questions regarding the HSP may be directed to:

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

Contractor will not be permitted to change its HSP after the deadline submittal date unless:
(1) Contractor completes a new HSP, setting forth all modifications requested by

Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

Instructions on completing an HSP

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

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

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

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

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

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

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at 10:00 a.m., Central Time on Friday, November 13, 2020. The pre-proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. Prospective Proposers are requested to RSVP for the pre-proposal conference via the Bonfire portal. University will provide the meeting video conference link and dial-in number upon RSVP request.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Proposal Validity Period

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

3.2 Terms and Conditions

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

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

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

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

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

SECTION 4

GENERAL TERMS AND CONDITIONS

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

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

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

Approval by the Board of Regents: No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

Disclosure of Existing Agreement: University has an existing actuarial service agreement with Rudd & Wisdom, which is scheduled to expire August 31, 2021.

5.2 Minimum Requirements

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

- 5.2.1 Proposer must have a minimum of six (6) years of specific experience in working with major Texas public health plans and have in-depth knowledge of Texas insurance laws. (ref. **Section 5.5, Question 10**)
- 5.2.2 Proposer must have a health actuarial data base of Texas-wide health care information for use in evaluating potential Program plan designs, mandates and cost containment measures for plans covering Texas-based participants in public and private employee plans in multiple urban and non-urban locations. (ref. **Section 5.5, Question 12**)
- 5.2.3 Proposer must have experience working with and presenting to the Texas Legislature. (ref. **Section 5.5, Question 10**)
- 5.2.4 Proposer’s actuarial team members must be available to provide on-site assistance at System office in Austin, Texas, including being available on short (often less than 24 hours) notice, five days per week, for in-person meetings with Program and University staff, as well as being available during regular and special Texas legislative sessions, seven days per week with little or no advance notice for in-person testimony before legislative committees and or meetings with state legislative staff. (ref. **Section 5.5, Question 7**)

5.3 Additional Submittal Material Specific to this RFP

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX FOUR**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.3.3 Acknowledge and demonstrate Proposer meets the minimum requirements (ref. Section 5.2) with their proposal via Bonfire portal.

5.3.4 Responses to APPENDIX FOUR with the proposal via Bonfire portal.

5.4 Scope of Work

University’s Plan Year begins on September 1st and ends the following August 31st. This period corresponds with the fiscal year of University and the State of Texas.

The following table shows the name, location and the approximate number of benefits-eligible employees associated with each institution in University as of July 2020:

The University of Texas System July 2020			
Location	Institutions	Benefits-Eligible Employees	Benefits-Eligible Retired Employees
Austin	The University of Texas at Austin	18,510	5,817
	The University of Texas System Administration	432	351
Dallas	The University of Texas at Arlington	3,795	1,278
	The University of Texas at Dallas	4,104	724
	The University of Texas Southwestern Medical Center at Dallas	17,640	2,427
El Paso	The University of Texas at El Paso	2,731	915
Galveston	The University of Texas Medical Branch at Galveston	12,954	5,249
Houston	The University of Texas Health Science Center at Houston	10,315	1,825
	The University of Texas M.D. Anderson Cancer Center	19,572	3,395
Rio Grande Valley	The University of Texas of the Rio Grande Valley	3,706	940
San Antonio	The University of Texas at San Antonio	3,535	1,118
	The University of Texas Health Science Center at San Antonio	5,901	2,018
Tyler	The University of Texas at Tyler	966	295

	The University of Texas Health Science Center at Tyler	1,331	661
TOTAL		105,492	27,013

Although the majority of employees of The University of Texas Medical Branch (UTMB) are in the Galveston area, UTMB also has employees in the central and eastern parts of Texas who are involved with providing medical care to prisoners at State prisons located in those areas. The University of Texas at Austin also has staff members at a marine biology center in Port Aransas and at an astronomical observatory in Fort Davis. A small number of employees from various institutions also either reside or work outside of Texas.

Contractor will provide the following services to University:

5.4.1 Actuarial Service Requirements

- A. Contractor will keep all information related to University confidential unless otherwise approved by University for release to other parties.
- B. Contractor's principal and primary actuaries assigned to the Program must be a Fellow in the Society of Actuaries, and secondary actuaries must be an Associate in the Society of Actuaries. Actuaries assigned to the Program should have experience with group insurance programs and/or retirement programs for employees and retirees of the State of Texas and Texas public institutions of higher education in the areas described below:
 1. Provision of broad-based, comprehensive actuarial services;
 2. Working with the Legislative Budget Board of the State of Texas;
 3. Provision of information to and testifying before committees and subcommittees of the Texas legislature;
 4. Provision of expert advice to the Attorney General of the State of Texas in connection with public employee group insurance and retirement related disputes between state and federal agencies;
 5. Analysis of the fiscal impact of University group insurance and retirement related legislation;
 6. Preparation of legislative appropriation requests for public employee group insurance and retirement programs;
 7. Preparation of plan design, Requests for Proposals, evaluation of competitive bids and assistance in the negotiation of major vendor contracts;
 8. Development of financial projections and preparation of employer and employee contribution rates for public employee insurance programs;
 9. Development of monthly and annual financial statements including estimates of incurred but unreported claims and earned but not received Commercial / EGWP Rebates and other EGWP payments such as Coverage Gap Discounts, Direct Subsidy, Low Income Premium Subsidy, Catastrophic Reinsurance Subsidy, and Low Income Sharing Subsidy;
 10. Preparation of an actuarial valuation of other post-employment benefits in compliance with Governmental Accounting Standards Board (GASB) Statements 43 and 45;
 11. Experience in calculating Medicare Part D subsidies and advising on Medicare Part D plan strategy as it relates to federal programs;;
 12. Validation of Prescription Drug PBM rebate payments;
 13. Preparation of cash flow projections for major public health plans;

14. Preparation and provision of presentations to governing boards and advisory committees;
15. Evaluation of insurers, managed care arrangements, pharmacy benefit managers, and retirement investment providers; and
16. Evaluation and monitoring of retirement programs investment options.

5.4.2 Data Processing and Security Requirements

This Section describes the data processing interface requirements as mandated by University. Contractor shall provide data processing services in a manner consistent with all applicable laws and regulations, as well as requirements set forth in this RFP by University. Contractor may recover the cost of the requirements described in this RFP only by making provision for such expenses in the proposed fees (ref. **Section 6**). The current actuary engagement has the actuary receiving monthly transmissions of eligibility and claims datasets.

The enrollment of all covered members of the institutions of University is administered by Benefitfocus. University's fifteen (15) institutions do not use the same payroll system; approximately six (6) different systems are used to transmit demographic data to Benefitfocus. Benefitfocus is the source of record for enrollment, provides the platform for member and administrative enrollment, and in turn transmits the appropriate data to the plan vendors. They also provide deduction data to University institutions for use by the payroll systems. Often there is some delay between the effective date of coverage, termination of coverage, and notification of enrollment (eligibility).

A. Data Layout Standard

Because of data security and privacy concerns, University prefers not to send personally identifiable enrollment and claims detail data. University is prepared to send de-identified eligibility and claims data (which could include static IDs for each participant to allow for cross-referencing eligibility to claims data). However, University would prefer to develop, cooperatively with the selected firm, standard eligibility and claims reports that would provide the actuary with the summary information necessary to service this plan. University is prepared to propose layouts but would prefer to work with the selected firm to define the layout standards.

B. Data Transmission

University has developed a standardized method for receiving and transmitting enrollment and claims information. The selected firm will be required to accept encrypted enrollment and claims data via Secure File Transfer Protocols (SFTP) over the Internet.

5.5 **Additional Questions Specific to this RFP**

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

Vendor Experience (25%)

1. Provide references from five (5) of Proposer's major public employers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP. University is particularly interested in public employers located in Texas.

Provide the following information for each customer:

- Customer name and address;

- Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed, including type(s) of actuarial services provided to the employer, i.e., group insurance, retirement, etc.; and
 - The number of employees, retirees and dependents for whom benefits are administered
2. Has Proposer worked with University institutions in the past five (5) years? If “yes,” state University Institution name, department name, department contact, and provide a brief description of work performed.
 3. Does Proposer propose to utilize subcontractors in the performance, delivery and provision of services? If so, provide the information requested above for each subcontractor and specify what services may be performed by each subcontractor.
 4. Provide the names and addresses of all parties who would receive compensation as a result of Proposer’s selection under this RFP including, but not limited to, consulting fees, finder’s fees and service fees.
 5. Will Proposer propose its own data layout standards for the enrollment and claims information? If so, provide an initial proposal of Proposer’s data layout standards and / or requirements.
 6. Provide a list of individuals who will comprise Proposer’s implementation team should your firm be selected. In addition, provide a list of individuals who will provide ongoing program support to University. Provide a description of each team member, including job title, firm-related duties, length of time with the firm, experience in working with major public health plans, and working knowledge of Texas insurance laws and applicable state and federal laws relating to group retirement plans.
 7. Describe how Proposer’s team member presented in question 6 will meet short notice on-site needs of University including, but not limited to: availability five (5) days a week for in-person meetings, availability for regular and special Texas legislative sessions, and in-person testimony before legislative committees and/or meetings with state legislative staff with little to no advanced notice.
 8. Provide the names and positions of Proposer’s support staff (including numbers of full-time equivalent employees), which shall provide services to University. Indicate which of these employees are located in Texas. What is the turnover rate among this administrative staff for the past two (2) years?
 9. Enumerate and provide a detailed description of each deviation from this RFP. Deviations, which are strongly discouraged, must be specifically identified in order to be considered. General references to or comparisons with your contract will not be considered as satisfactory identification of a deviation and shall be deemed void. University will interpret proposal to match the specifications of this document except for deviations specifically noted and described in response to this question. If University enters into a Contract with your firm, deviations shall not become a part of the final Contract unless expressly agreed to and accepted by System in writing. In all cases, the Contract terms shall control.
 10. Describe Proposer’s experience working with major Texas public health plans, including but not limited to:
 - years of experience;
 - demonstrated understanding of Texas Insurance Law; and
 - working with and presenting to the Texas Legislature.

Actuarial Requirements (35%)

11. Describe the amount and type of experience of the primary and secondary actuaries assigned to the Program with group insurance and/or retirement programs for employees and retirees of the State of Texas and Texas public institutions of higher education in the areas described below:
- a. Provision of broad-based, comprehensive actuarial services;
 - b. Working with the Legislative Budget Board of the State of Texas;
 - c. Provision of information to and testifying before committees and subcommittees of the Texas legislature;
 - d. Provision of expert advice to the Attorney General of the State of Texas in connection with public employee group insurance and retirement related disputes between state and federal agencies;
 - e. Analysis of the fiscal impact of University group insurance and retirement related legislation;
 - f. Preparation of legislative appropriation requests for public employee group insurance and retirement programs;
 - g. Preparation of plan design, Requests for Proposals, evaluation of competitive bids and assistance in the negotiation of major vendor contracts;
 - h. Development of financial projections and preparation of employer and employee contribution rates for public employee insurance programs;
 - i. Development of monthly and annual financial statements including estimates of incurred but unreported claims;
 - j. Preparation of an actuarial valuation of other post-employment benefits in compliance with Governmental Accounting Standards Board (GASB) Statements 43 and 45;
 - k. Experience in calculating Medicare Part D subsidies and preparation of annual actuarial attestation for the Medicare Part D Retiree Drug Subsidy Program;
 - l. Validation of Prescription Drug PBM rebate payments;
 - m. Preparation of cash flow projections for major public health plans;
 - n. Preparation and provision of presentations to governing boards and advisory committees;
 - o. Evaluation of insurers, managed care arrangements and pharmacy benefit managers; and
 - p. Establishing selection criteria for investment options and ongoing monitoring of the investment options, including recommendations for addition or removal of investments.
12. Does Proposer have a health actuarial data base of Texas-wide health care information? If so, describe how Proposer uses the data base to evaluate potential Program plan designs, mandates and cost containment measures for plans covering Texas-based participants in public and private employee plans in multiple urban and non-urban locations.

Reporting (15%)

13. Describe Proposer's reporting capability. Provide samples of annual plan reports available. How often are these reports prepared? Describe the method that Proposer would use to determine the cost of any special reports that University might request.

14. Confirm that Proposer is able to supply reports such as:
 - a. Trend reports showing monthly, quarterly and annual changes in utilization
 - b. Utilization reports by age, sex, dependent status and geographic location
 - c. Utilization reports by UT Institutions
 - d. Annual detailed utilization analyses based on location, procedure, diagnosis, and setting
 - e. Quarterly and/or annual analysis of retirement programs investment options
15. Describe any other reports that Proposer is able to supply and the additional cost to be billed to University for the reports.
16. Describe Proposer's *ad hoc* reporting capability.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2106 – Actuarial Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Pricing for Services Offered (25%)

Provide hourly rates per position (25%):

Principal/Partner	\$ _____ / hr
Senior Actuary	\$ _____ / hr
Staff Actuary	\$ _____ / hr
Administrative Staff	\$ _____ / hr

6.2 Additional Personnel

Proposer will provide hourly rates for any personnel or titles that may be utilized not referenced in Section 6.1.

6.3 Discounts

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

6.4 Delivery Schedule of Events and Time Periods

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

_____ Calendar Days

6.5 Payment Terms

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

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

**APPENDIX ONE
PROPOSAL REQUIREMENTS**

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

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

1.3 Public Information

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

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

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

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

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

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

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

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

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

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
- 2.13 Financial Advisor Disclosure**
- 2.13.1** Proposer is / is not a Financial Advisor or service provider for purposes of [Chapter 2263, Government Code](#). If Proposer is a Financial Advisor, Proposer certifies that it has disclosed the following, in writing, to the administrative head of the University and the State Auditor's Office ("SAO"):
- any relationship Financial Advisor or Proposer has with any party to a transaction with the University, other than a relationship necessary to the investment or funds management services that the Financial Advisor or Proposer performs for University, if a reasonable person could expect the relationship to diminish the Financial Advisor's or Proposer's independence of judgment in the performance of responsibilities to University; and
 - all direct or indirect pecuniary interests the Financial Advisor or Proposer has in any party to a transaction with University, if the transaction is connected with any financial device or service the Financial Advisor or Proposer provides to the entity or member, in connection with the management or investment of University funds.

2.13.2 Proposer will:

- (a) disclose any relationship described in **Section 2.13.1**, without regard to whether the relationship is a direct, indirect, personal, private, commercial, or business relationship; and
- (b) file no later than April 15th (for the previous calendar year period) on a form prescribed by the entity, an annual statement with the administrative head of the University and with the SAO disclosing the relationships outlined in **Section 2.13.1**. If no relationship existed during the applicable disclosure period (previous calendar year), the statement will indicate this fact affirmatively.

214 Proposer should complete the following information:

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

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

RFP No.: 720-2106 Actuarial Services

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

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

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

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

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

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

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

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.
- 3.1.10 Describe any investigations, proceedings or disciplinary actions by any state regulatory agency against Proposers organization and/or any of its related affiliates, officers, directors and any person or subcontractor performing any part of the services in connection with the Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.

3.2 Approach to Project Services

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

3.3 General Requirements

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

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

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

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Actuarial Services

RFP No.: 720-2106

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

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

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

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

APPENDIX FOUR

HIPAA and Privacy Questionnaire

Proposer must provide responses to the following:

1. Please provide a detailed description of the vendor's HIPAA Privacy and Security Compliance programs as these would apply to System data. Include information on workforce training and monitoring. (See also the questions about the vendor's Information Security at below.
2. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Contract, including but not limited to protected health information as defined by the HIPAA privacy rule, employee/member information, or other confidential information about the System and its members. Include a link to the vendor's HIPAA policies and Notice of Privacy Practices as well as a brief description of any HIPAA violations alleged against the vendor by consumers or the Department of Health and Human Services, including the outcomes.
3. Confirm that the vendor is currently in compliance with all HIPAA requirements, in particular, confirm compliance with the rules and regulations applicable to data transmission and privacy, and the organization's willingness to comply with future changes.
4. Provide the name of vendor's HIPAA privacy officer and a description of his or her qualifications.
5. List any entities with whom Proposer anticipates sharing or disclosing any PHI (Protected Health Information), or other System data, that the Proposer will create or receive from (or on behalf of) UT System. State the general purpose for which the data will be shared or disclosed.
6. Provide type or description of review in place for subcontractors or third party management and frequency of review or oversight of such parties.
7. Explain how Proposer reliably deletes UT System data upon request or under the terms of the contractual agreement. Describe the evidence that is available and provided after data has been successfully deleted.