



THE UNIVERSITY *of*
ALABAMA SYSTEM

**THE UNIVERSITY OF ALABAMA SYSTEM
Request for Qualifications
Benefit Consulting Services**

UPDATED 4/11/2017

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I. INTRODUCTION

This request for qualifications (“RFQ”) is issued by The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, on its own behalf and on behalf of its related entities identified below (collectively referred to herein for these purposes as The University of Alabama System or “UAS”). UAS is soliciting vendors to provide benefit consulting services (the “Services”).

Your firm is invited to respond to this RFQ. UAS is not seeking fee proposals at this time. Those will be requested of successful respondents to the RFQ, in a later Request for Proposals (RFP).

Additional information regarding UAS and its related entities may be found at www.uasystem.ua.edu and at www.UABmedicine.org.

II. DESCRIPTION OF APPENDICES MADE A PART OF THE RFQ

The following appendices are incorporated herein by reference and made a part of this RFQ:

Appendix	Description
A	General Terms and Conditions
B	Vendor Disclosure Statement
C	Insurance Requirements for Respondents
D	Schedule/Important Dates
E	Immigration Compliance Certification

III. GENERAL DESCRIPTION OF BENEFIT PROGRAMS

The following benefit programs are currently contracted by UAS and are shared in full or in part between all three campuses:

- Sponsored Life
- Sponsored AD&D
- Sponsored LTD
- Voluntary Life
- Voluntary AD&D
- Self and Fully Insured Medical
- Pharmacy
- Dental Insurance
- Vision
- Flexible Spending Accounts
- Wellness
- Stop Loss
- Retirement and Deferred Comp Plans
- Student Health Plans
- Employee On-line Enrollment Systems

IV. SUBMITTAL OF RESPONSE

Your response to this RFQ is due no later than May 5, 2017. The response should be addressed to:

Jessica Harrison
HR Generalist
500 University Blvd. E.
Tuscaloosa, AL 35401

Five (5) paper copies of the response should be submitted in addition to an electronic PDF copy sent to jharrison@uasystem.edu. The response must address all required elements set out below.

V. MINIMUM QUALIFICATIONS

We expect to **limit the RFP to the most qualified firms** responding to this RFQ. All respondents must meet the following **minimum** qualifications. By responding to the RFQ, you certify your compliance with the same. Please describe and/or evidence your compliance with the same in your response.

1. Must be authorized to do business in the State of Alabama.
2. Must agree to the terms of this RFQ (and the subsequent RFP). Please confirm the same in your response or specifically state any objections thereto.
3. Must disclose all indirect/contingent commissions in any way related to the placements made on behalf of UAS.
4. A duly authorized corporate signatory must attest that the response is true and correct.

VI. ADDITIONAL INFORMATION REQUIRED OF RESPONDENTS

In addition to your certification, description, and evidence of compliance with the minimum qualifications, a Respondent must provide the following information for consideration:

1. Provide the full corporate name of your firm including any related or affiliated entities that would be involved with the Services, along with your state of incorporation, and information on your corporate form and organization.
2. Provide information on any services your firm or any affiliated or related entity currently provides to UAS (including its related entities).
3. Describe your firm's position regarding revenue disclosure and transparency of client transactions.

4. Describe your firm's preferred method of compensation (e.g. fee-for-service, monthly retainer, commissions, etc.). Please include in your response whether your firm would be willing to accept a fee-for-service arrangement.
5. Describe, briefly and generally, resources other than benefit consulting services that can be provided by your firm.
6. Describe the type of HR consulting services your firm offers (e.g. processes, compliance, compensation, etc.). Please describe any additional costs that may be associated with these services.
7. Describe any unique tools you could employ to assist us in analyzing and monitoring our health care, prescription drug, and other benefit costs.
8. Describe your firm's approach to wellness and disease management and any resources your firm employs to assist with the implementation of wellness/disease management programs.
9. Describe your firm's philosophy around maintaining client records in a HIPAA secure environment.
10. Describe the methods your firm employs to disseminate information about current market trends, as well as updates on relevant legislative, regulatory, and legal issues.
11. Describe your firm's capabilities regarding employee communications, both paper and electronic. Include any innovative solutions your firm may offer.
12. Describe any benchmarking resources your firm uses.
13. Describe the method in which your firm monitors insurance solvency.
14. Disclose and describe any litigation or regulatory actions against your firm or any officer or principal in the last 10 years.
15. Describe whether your firm will accept contingency compensation from insurers relative to the placement of our programs.
16. Describe your offices, operations, and personnel within the State of Alabama, if any.
17. Provide an organizational staffing plan for the personnel who will provide the Services, including all members of the service team and any in-house legal advisors and benefits attorneys. Future replacement of key personnel is subject to approval by UAS.
18. If you are awarded the account, describe whether you anticipate any changes in personnel to handle additional work and whether additional staff members could be added to service or assist other existing and prospective clients.

19. Provide the name, phone number, and e-mail address of the individuals who would be assigned by your firm to manage the account. Include a brief biography and/or Curriculum Vitae on each member of the service team.
20. Provide the names, contact information, and lengths of service for three (3) educational entity clients for whom your firm provides similar services. At least two (2) of the clients should be managed by the individuals proposed to manage the account.
- 21. THIS RFQ IS NOT A REQUEST FOR INSURANCE OR BENEFITS PLACEMENTS AT THIS TIME. PLEASE DO NOT CONTACT ANY INSURANCE MARKET OR OTHER PROVIDER ON BEHALF OF UAS. CONTACTING A PROVIDER ON BEHALF OF UAS MAY RESULT IN YOUR IMMEDIATE DISQUALIFICATION FROM THIS RFQ/RFP PROCESS.**

VII. QUESTIONS

Questions should be directed to jharrison@uasystem.edu. Questions and answers of general significance will be forwarded to all respondents.

VIII. EVALUATION CRITERIA

Proposals will be evaluated based on compliance with the minimum qualifications and responses to the additional information requested of Respondents. Criteria for determining who will be invited to respond to the RFP will include expertise and related experience by the candidate and those representatives of the candidate assigned to this engagement.

IX. FINAL SELECTION

Multiple vendors who respond to this RFQ may be selected to respond to the RFP. Final selection of a vendor or vendors will follow evaluation of the responses received to the RFP by qualified and approved Respondents. Following the review of RFP proposals, selected candidates may be asked to make a formal presentation for UAS staff. Finalists will also be asked to provide a draft contract for review. UAS, including its designated officers and committees, will make the final decision and notify all candidates submitting proposals of the selection decision and will work with the selected candidate to negotiate a contract.

X. RESERVATION OF RIGHTS

Please note that this RFQ and the subsequent RFP are voluntary on the part of UAS. Selection of the Consultant through a process utilizing requests for qualifications, proposals, or bids is not required by law, and is, therefore, a process designed, modified, or abandoned by UAS, as it shall determine to be in its best interests. This RFQ, the subsequent RFP, the terms and conditions, the specifications and alternatives, the identification and selection of the candidates and individuals to provide the Services, and all other aspects and components of this process are under the exclusive direction of UAS. UAS and

its officials shall be the sole judge and decision maker selecting the provider(s) of the Services. UAS may reject all proposals.

THE UNIVERSITY OF ALABAMA SYSTEM
Request for Qualifications and Request for Proposals
Benefits Consulting Services

UPDATED 4/11/2017

APPENDIX A - GENERAL TERMS AND CONDITIONS

1. Definitions:

Contract – The entire written agreement between the parties including, but not limited to, the Request for Qualifications and Request for Proposals and their specifications, terms, and conditions, solicitation instructions, solicitation addenda, contractor’s offer, the contract document, and contract amendments if any, including, without limitations, these General Terms and Conditions and the purchase order or agreement document, but excluding correspondence of any type unless specifically accepted by both parties in writing.

Contractor – A person, company, corporation, organization or other legal entity with whom UAS executes a Contract.

UAS - The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, by and on behalf of The University of Alabama System Office and the Board's member institutions, including The University of Alabama, The University of Alabama at Birmingham, The University of Alabama in Huntsville, the University of Alabama Health System, and any other entities participating in this RFQ and RFP.

2. Applicability of General Terms and Conditions:

These terms are in addition to the terms and conditions set forth in any solicitation document and/or purchase agreement and should be read in conjunction with the same unless the document indicates otherwise. To the extent that Contractor terms and conditions conflict with these UAS General Terms and Conditions, the latter shall control. The failure of either party to insist upon the performance of any provision of these General Terms and Conditions shall not be construed as a waiver of that party’s present or future right to such performance and each party’s obligation in respect thereto shall continue in full force and effect.

3. Contract Provisions by Reference:

It is mutually agreed by and between UAS and the Contractor that UAS’s acceptance of the Contractor’s offer by the issuance of a Purchase Order or Contract shall create an agreement between the parties thereto containing the following:

- All specifications, terms, and conditions in the solicitation documents except as amended in the contract.
- The provision of the awarded contract to include all terms, special conditions, specifications, and the Contractor’s offer.
- UAS General Terms and Conditions.

Unless otherwise specified, in the event of any conflicts, the documents shall control in the following order:

- 1) the written contract or purchase order;
- 2) contractor’s exceptions, if expressly accepted by UAS;
- 3) the RFQ, RFP, bid, or other solicitation document;
- 4) UAS General Terms and Conditions
- 5) Contractor’s offer

4. Governing Law and Dispute Resolution:

Contracts with UAS shall be governed and construed in accordance with the laws of the State of Alabama. Any claim against UAS that arises from or relates to any Contract between the parties shall be brought before the State of Alabama Board of Adjustment. To the extent not properly brought before the Board of Adjustment, or otherwise barred by immunity, exclusive jurisdiction shall be in the U.S. District Court for the Northern District of Alabama, or the Circuit Court of Tuscaloosa County, Alabama.

5. Indemnification:

The Contractor shall indemnify, defend, and hold and save harmless the parties participating in this RFP, including The Board of Trustees of The University of Alabama, its affiliates and subsidiaries and their trustees, officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of UAS's choice and court costs), expenses, and all liability of any nature or kind arising out of or relating to the Contractor's performance hereunder. This clause shall survive the termination of any contract.

6. Insurance: See Appendix C.

7. Termination for Convenience

UAS reserves the right to terminate any contract at any time and without penalty, in whole or in part, by ninety (90) day written notice to Contractor. UAS, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

8. Termination for Non-performance

UAS may terminate the resulting contract for non-performance, as determined by UAS, for such causes as:

- Failing to provide satisfactory quality of service, including failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of UAS is not in its best interest, or failure to comply with the terms of Contract;
- Failing to perform within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event UAS has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

UAS will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to UAS's satisfaction within ten (10) calendar days, UAS may terminate the contract by giving thirty (30) days notice, by registered or certified mail, of its intent to cancel this contract.

9. Cancellation for Lack of Funding

Contract may be cancelled without further obligation on the part of UAS in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

10. Attorney's Fees:

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event UAS prevails, the Contractor agrees to pay all expenses of such action, including attorney fees and costs at all stages of litigation.

11. Compensable Damages for Breach:

Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with UAS.

- Replacement costs
- Cost of repeating the RFQ and/or RFP procedure
- Expenses incurred as the result of delay in obtaining replacements

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by UAS for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

12. Assignment and Subcontracting:

Contractor may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of UAS. Any attempted assignment or subcontracting shall be void.

13. Contractor's Responsibility in Performing Work:

The Contractor is solely responsible for the fulfillment of the contract with UAS. Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of UAS. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of Contractor.

Contractor shall control all employee conduct while on UAS premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of UAS and shall be permanently dismissed from UAS site. Further, offensive language, sexual or other types of harassment of students, employees or visitors to UAS campus could result in immediate and permanent dismissal of the offending person(s) from UAS site.

Contractor shall ensure that its employees abide by University policies and regulations concerning behavior and conduct on UAS premises.

14. Additions, Deletions or Contract Changes:

UAS reserves the right to add, delete, or change related items or services to any contract. No modification or change of any contract provision shall be made, unless such modification is mutually agreed to in writing by the Contractor and UAS, and incorporated as a written modification to the contract. Memoranda of Understanding and correspondence shall not be interpreted as a modification to or part of the contract, unless specifically agreed to by both parties.

15. Permits, Licenses and Taxes:

Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. The Contractor shall pay any sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

16. Royalties, Patents, Copyrights and Trademarks:

The Contractor shall pay all applicable royalties and license fees. If a particular process, product or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold UAS harmless, and defend all suits, claims, losses or damages resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use UAS's name nor any of its trademarks or copyrights, although it may state that it has a Contract with UAS.

17. Copyright Ownership and Title to Designs and Copy:

Contractor and UAS acknowledge and agree that the products and results of the services to be rendered by Contractor are a work made for hire, as that term is used in regard to copyrights and law. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of UAS. For any work that is not considered a work made for hire under applicable law, title and copyright ownership are hereby assigned to UAS by the Contractor. Contractor agrees to execute all documents as may be necessary or requested by UAS to effectuate these provisions.

18. Name, Symbols, Designs, etc.:

Contractor acknowledges and agrees that UAS owns all rights, title, and interests in and to its UAS Indicia and that each of UAS Indicia is valid. Contractor agrees that "UAS Indicia" shall include, without limitation, UAS's trademarks, service marks, designs, team names, nicknames, abbreviations, trade dress, uniforms, helmet designs, city/state names in the appropriate context, slogans, logo-graphics, mascots, seals, colors, and other symbols associated with or referring to UAS that are adopted and used or approved for use by UAS. Contractor shall not have any right to use any of UAS Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of UAS. Any domain name, trademark or service mark registration obtained or applied for that contains UAS Indicia or any similar mark upon request shall be assigned or transferred to UAS without compensation.

19. Publicity and Advertising:

No advertising or publicity matter having or containing any reference to UAS or any of its faculty/staff shall be made by Contractor or any one on Contractor's behalf unless Contractor has written consent of UAS.

20. Athletic Compliance:

Vendor shall comply with and will be responsible for assuring that their employees and representatives will comply with the Constitution, Bylaws, and Rules of the NCAA and any intercollegiate athletics conference of which UAS or its institutions is a member. Further, Contractor shall be obliged to comply with NCAA legislation, interpretations and policies, and all institutional and conference policies, on the use of a student-athlete's name or likeness.

21. Proprietary Information, Data Duplication, and Disclosure:

Contractor agrees that any information disclosed from UAS to the Contractor in connection with any contract shall be used only in the performance of the contract. Contractor will keep information confidential, will not disclose it to any third party except as authorized by UAS, and will only disclose it to those within its organization who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to UAS or make such other disposition thereof as may be directed or approved by UAS.

No item furnished under this contract, or tools, plans, designs or specifications for producing the same which have been specifically designed for by UAS shall be duplicated or used by Contractor. Upon completion or termination of this contract, Contractor shall return all items, tools, plans, designs or specifications to UAS or make such other disposition thereof as may be directed by or approved by UAS.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is lawfully obtained without restriction from other sources.

22. Contractor's Responsibility for Records, Audits, and Reports:

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. UAS reserves the right to audit such records and employ any auditor UAS deems appropriate to perform an audit of Contractor's records. Should such audit disclose incorrect billings or improprieties, UAS reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement. UAS reserves the right to request other pertinent reports.

23. Non-discrimination and Equal Opportunity:

Contractor is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Adjustment Assistance Act, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990; and all regulations and administrative rules established pursuant to the foregoing laws. Expressly, Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender, age, disability, or veteran status in admission or access to, or treatment of employment in, its programs and services.

24. Open Records:

Any contract with UAS, and all related information and documentation, including proposals, may be subject to disclosure under Alabama's Open Records law under Ala. Code §36-12-40 and §36-12-41. If Respondent believes that any portion of the documents that it submits should be excepted or exempt from such requests, such documents should be clearly identified. Respondent may provide an additional copy of such documents with the protected material redacted for UAS to produce in response to any request, however such information may only be protected to the extent permitted by law. Any documents which Contractors asserts are exempt from said laws should be clearly marked as such by Contractor, and Contractor agrees to pay any and all costs that may be incurred due to said assertion. UAS shall have

no liability for complying in good faith with any applicable law or any court order.

25. Debarred, Suspended and Ineligible Status:

Contractor certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R Ch. 1 Subpart 9.4). Contractor will immediately notify UAS if the Contractor or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.

26. Conflicts of Interest:

Contractor affirms that, to the best of Contractor's knowledge, there exist no conflicts of interest between the Contractor and UAS or its employees as defined by all applicable Code of Alabama and UAS ethics and compliance policies and procedures. In the event of change in Contractor's interests, Contractor shall inform UAS regarding any conflicts of interest that are likely to arise as a result of such change. Contractor hereby represents that it has not participated in any illegal or unethical conduct in connection with the contract. If, at any time, UAS determines the Contractor is in violation of the forgoing representation, UAS may cancel the contract upon written notice to the Contractor and UAS shall have no further obligation to the Contractor.

27. Disclosure Statement:

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of UAS, this information must be included in the RFQ or RFP response. Failure to disclose this information in the response may result in the elimination of the proposal from evaluation.

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of UAS; and you or your firm is awarded a Contract, then within ten (10) days after the Contract is entered into, you agree to file a copy of that Contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by UAS furnish evidence of such filing.

By accepting this purchase order or payments agreed to in any Contract with UAS, Contractor certifies that to its knowledge no UAS employee or official, and no family members of a UAS employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to UAS. **See Appendix B** for a form to disclose these relationships to UAS.

28. General Warranties:

Contractor warrants that all goods shall conform to the specifications of the contract and shall be merchantable, free from defects (including defects in design and fit) and suitable for the intended purposes. Contractor further warrants that all services shall conform to the specifications of the contract and shall be performed in a professional and workmanlike manner. These warranties shall remain in effect for at least one year following UAS's acceptance of the goods or services or for the duration of Contractor's standard warranty period if such period exceeds one year. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

29. Price Warranty:

Contractor warrants that the price(s) for the articles or services sold to UAS hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services in similar quantities. In the event Contractor reduces its price(s) for such articles or services during the term of this contract, Contractor agrees to reduce the prices hereof accordingly. Contractor warrants that prices shown on this contract shall

be complete, and no additional charges of any type shall be added without UAS's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs, duties, taxes, storage, insurance, boxing and crating.

30. Collector of Sales and Use Taxes:

UAS is a public institution as described in Alabama Department of Revenue Sales and Use Tax Rules, 810-6-3-.47.04, and is specifically exempted under the law from state sales and use taxes on all tangible personal property purchased for its sole use and benefit and under its control.

If you or your company have received an official UAS Purchase Order, a UAS Purchasing Card Order, or received a payment from The UAS, the related purchase or payment is exempt from state sales and use taxes as stipulated in the code of Alabama 1975, Sections 40-23-31 and 40-23-83.

31. Certification Pursuant to Act No. 2006-557:

Code of Alabama 1975 41-4-116 provides that every bid submitted and Contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases into Alabama. By accepting a purchase order or Contract, the Contractor is hereby certifying full compliance with Act No. 2006-557; are not barred from bidding or entering into a contract pursuant to 41-4-116; and acknowledge that UAS may declare the purchase order/Contract void if certification is false.

The furnishing of materials, supplies, equipment, or services to UAS under a purchase order or Contract constitutes assurance by the Contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 10925, date March 6, 1961, and Executive Order 11246, issued by the President of the United States of America, and Public Law 88=352,88th Congress, the "Civil Rights Act of 1964."

Contractor represents and warrants that all articles and services covered by the Contract meet or exceed the Safety Standards established and promulgated under the Federal Law and its regulations in effect or proposed as of this date of Contract.

32. Safeguarding Rules of the Gramm-Leach-Bliley Act:

To comply with the requirements of the Safeguarding Rules of the Gramm-Leach-Bliley Act ("GLB") dealing with the confidentiality of customer information, Contractor agrees that the terms of this section are incorporated into and are a material part of the Contract between Contractor and UAS.

A. Definitions:

1. Customer Information, as defined in 16 CFR §314.2(b), required to be protected under the Gramm Leach Bliley Act (GLB), includes Student Financial Information (defined below) as well as any credit card information received in the course of business by UAS, whether or not such credit card information is covered by GLB. Customer Information includes both paper and electronic records.
2. Student Financial Information is that information that UAS has obtained from a customer in the process of offering a financial product or service, or such information provided to UAS by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of student financial information include addresses, telephone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers, in both paper and electronic format.

- B. Acknowledgment of Access to Customer Information:** Contractor acknowledges that the Contract allows the Contractor access to Customer Information. Specifically, access to the following categories of Customer Information is anticipated under the Contract: names, e-mail and mailing addresses, bank and credit card account numbers, payment information, and sales information.

- C. Prohibition on Unauthorized Use or Disclosure of Customer Information:** Contractor agrees to hold the Customer Information in strict confidence. Contractor shall not use or disclose Customer Information received from or on behalf of UAS except as permitted or required by the Contract or this section, as required by law, or as otherwise authorized in writing by UAS.
- D. Safeguard Standard:** Contractor agrees that it will protect the Customer Information it receives from or on behalf of UAS according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- E. Return or Destruction of Customer Information:** Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall:
1. Return to UAS or, if return is not feasible, destroy all Customer Information in whatever form or medium that Contractor received from or created on behalf of UAS. This provision shall also apply to all Customer Information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of Customer Information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Contract. Within such thirty (30) day period, Contractor shall certify in writing to UAS that such return or destruction has been completed.
 2. If Contractor believes that the return or destruction of Customer Information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Contractor shall extend the protections of this section to Customer Information received from or created on behalf of UAS, and limit further uses and disclosures of such Customer Information, for so long as Contractor maintains the Customer Information.
- F. Term and Termination:**
1. This section "32" shall take effect upon execution of the Contract by UAS.
 2. In addition to the rights of the parties established by the underlying Contract, if UAS reasonably determines in good faith that Contractor has materially breached any of its obligations under this section, UAS, in its sole discretion, shall have the right to:
 - a. exercise any of its rights to reports, access and inspection under this section; and/or
 - b. require Contractor to submit to a plan of monitoring and reporting, as UAS may determine necessary to maintain compliance with this section, and/or
 - c. provide Contractor with a fifteen (15) day period to cure the breach; and/or
 - d. terminate the Contract immediately if Contractor has breached a material term of this section and cure is not possible.
 3. Before exercising any of these options, UAS shall provide written notice to Contractor describing the violation and the action it intends to take.
- G. Subcontractors and Agents:** If Contractor provides any Customer Information which was received from, or created for, UAS to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this section.
- H. Maintenance of the Security of Electronic Information:** Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Customer Information received from, or on behalf of, UAS.
- I. Reporting of Unauthorized Disclosures or Misuse of Customer Information:** Contractor shall report to University any use or disclosure of Customer Information not authorized by this section or in writing by UAS. Contractor shall make the report to UAS not less than one (1) business day after Contractor learns of such use

or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Customer Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by UAS.

- J. **Indemnity:** Contractor shall indemnify, defend and hold UAS harmless from all claims, liabilities, damages, or judgments involving a third party, including UAS's costs and attorney fees, which arise as a result of Contractor's failure to meet any of its obligations under this section.

- K. **Survival:** The respective rights and obligations of Contractor under subsection 5 of the section above shall survive the termination of the Contract.

36. State of Alabama Immigration Law:

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535, as amended by 2012-491), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. In complying with Alabama's Immigration Law, Respondent agrees to review the requirements set forth in **Appendix E** attached hereto, and submit the requisite forms with its proposal response.

37. Business Associate Agreement

The successful respondent will be required to execute a Business Associate Agreement in a form acceptable to UAS.



THE UNIVERSITY of ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity or Individual Completing this Form (proposed contracting party)

Entity Name

Individual Name

Title

Address Line 1

Address Line 2

City, State, Zip

Telephone

2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)

3. Describe the proposed Agreement:

Goods and services to be provided

Grant or proposal number (if applicable)

Amount or anticipated amount

Term

Is the proposed Agreement the result of a competitive or bid process? Yes No

4. Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?(See p. 2 for remainder of question) Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services

Campus and Department

Type of Goods/Services

Amount Received

Entity Providing Goods or Services

Campus and Department

Type of Goods/Services

Amount Received

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more?

Yes No

6. List the name(s) of any UAS employee, UAS Trustee, or Public Official, with whom You have a Relationship, and who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit.

Name of UAS employee, Trustee, or Public Official

Campus/department where employed or position held

Nature of relationship

Potential Benefit

Name of UAS employee, Trustee, or Public Official

Campus/department where employed or position held

Nature of relationship

Potential Benefit

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Identify all paid consultants and/or lobbyists who may have assisted in obtaining the proposed Agreement.

Name

Address

Name

Address

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein.

Signature

Date

THE UNIVERSITY OF ALABAMA SYSTEM
Request for Qualifications and Request for Proposals
Benefit Consulting Services

APPENDIX C – INSURANCE REQUIREMENTS FOR RESPONDENTS

The successful respondent (hereinafter “Contractor”) shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities, and contractual obligations undertaken in this Contract. Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize UAS for any losses incurred in association with this agreement. It is the Contractor’s responsibility to verify compliance of their company’s insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to UAS.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis.

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory – Alabama (or state of residence)
Employers Liability	\$1,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	\$2,000,000 \$2,000,000 \$2,000,000 \$4,000,000
Automobile Liability	\$2,000,000 each accident - combined single Limit
Professional Liability	\$10,000,000 per claim and annual aggregate
Information Privacy and Security Liability (including technology errors and omissions and privacy regulatory claims)	\$10,000,000 per claim and annual aggregate

Unless precluded by law, all policies waive the right to recovery or subrogation against The Board of Trustees of The University of Alabama, its affiliates, and their individual directors, trustees, officers, directors, employees, agents and representatives.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best’s rating of A- VII or better, and the certificate must be signed by an authorized agent.

The certificate holder will be: The Board of Trustees of The University of Alabama, c/o Risk and Compliance, 500 University Boulevard East, Tuscaloosa, Alabama, 35401 Attn: Chad Tindol. A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by UAS prior to the purchase order being mailed to the Contractor or payment being made.

In the event the insurance program required by UAS were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the Contractor, which may limit or exhaust any aggregate limits by more than 20%, UAS shall be notified within 30 days. UAS may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of UAS.

In the event the Contractor was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Contractor must provide immediate written notice to UAS explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the contract until a replacement certificate of insurance evidencing coverage in compliance with UAS's insurance requirements is provided. The Contractor may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by UAS.

THE UNIVERSITY OF ALABAMA SYSTEM
Request for Proposals
Benefit Consulting Services

APPENDIX D – SCHEDULE/IMPORTANT DATES
(Subject to change with written notice to participants)

ACTIVITY	DATE
Issue Request for Qualifications (RFQ)	Monday, April 10, 2017
Response to RFQ	Due no later than Noon, Friday, May 5, 2017
Request For Proposals (RFP) Released	Monday, May 22, 2017
Response to RFP	Due no later than Noon, Wednesday, June 16, 2017
RFP Committee selection of finalists	Expected by Friday, June 30, 2017
RFP Committee Interviews Brokers	July 10-14, 2017 (tentative)
Recommendation to Benefits Committee	July or August, 2017
Recommendation by Benefits Committee to CFO's	July or August, 2017
Contract Executed	Effective April 1, 2018

THE UNIVERSITY OF ALABAMA SYSTEM
Request for Qualifications and Request for Proposals
Benefits Consulting Services

APPENDIX E - STATE OF ALABAMA IMMIGRATION COMPLIANCE CERTIFICATION

Compliance Notice.

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the University from any and all losses, consequential damages, expenses (including but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph or contained in the Alabama Immigration Law (Act 2011-535), as amended.

State of Alabama Beason-Hammon Act (Act 2011-535, as amended)

The successful vendor will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Beason-Hammon Citizen and Taxpayer Protection Act (Act 2011-535, as amended). Respondents may satisfy this requirement by providing the **Respondent's one-page E-verify Employment Eligibility Verification Form**.

If you have previously enrolled in E-Verify, follow these instructions:

- o Log onto www.uscis.gov/everify
- o Click "Edit Company Profile" and print this one-page document.
- o This one-page document must be submitted prior to a contract or purchase order being issued.

If you are **not** currently enrolled in E-Verify, follow these instructions:

- o Log onto www.uscis.gov/everify
- o Click "Getting Started" for information about the program, requirements, and enrollment process.
- o Click "Enroll in E-Verify" and begin enrollment process.
- o When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- o This one-page document must be submitted prior to a contract or purchase order being issued.
- o For further assistance please consult the E-Verify Quick Reference Guide.