



**Procurement and Risk Management Services
Young Building, Suite 101
203 West O Street
Russellville, AR 72801
479-968-0269**

**Insurance Broker/Consultant Services
Request for Proposal 19-007**

**Due: February 15, 2019
2:00 p.m.**

Issuing Officer

Jessica Holloway, APO
Arkansas Tech University
Phone: 479-968-0269
Email: jholloway@atu.edu
purchasing@atu.edu

Scope

Arkansas Tech University (hereinafter “University”) is seeking a consultant/broker to provide services to include the immediate evaluation of the University’s current and future health benefit plan offerings and providers for University employees and their family members. Services will include negotiations that will occur during 2019 for plans that will take effect for the 2020 calendar year. We are seeking an innovative, forward-thinking and objective Consultant who will assist the University in its on-going health insurance benefit/insurance related programs and decision-making process regarding benefits.

If applicable, the chosen consultant may also bid on behalf of the University for costs and services and provide evaluation of University bid documents for group insurance/benefits. This will include but it is not limited to health, dental, vision, life, AD&D, disability, voluntary products, Section 125 administration including FSA services (full and limited purpose), and HSA services.

The consultant will also provide assistance in the review of current trends and best practices, analytical reports, wellness initiatives and other insurance/benefit programs that may be of value to the University.

Services provided by the Broker specifically include, but are not limited to:

- a) Periodic review, at least quarterly, of the University’s insurance programs, coverages & loss data, making recommendations for additional coverages and/or modifications.
 - b) Provide analysis and recommendations regarding utilization and cost containment strategies.
 - c) Participate in claims adjudication for all insureds in partnership with the University.
 - d) Conduct open enrollment meetings for all employees.
 - e) Provide recommendations for addressing existing and emerging implications pertaining to COBRA, HIPPA, FMLA, ADA, as well as applicable federal and state benefit laws.
 - f) Assist with development and design of year-round informational materials including annual employee meetings, flyers, etc. to provide optimal communication to employees.
 - g) Lead role in analyzing and developing strategy to achieve self-funded plan(s).
 - h) Advice on new developments in insurances.
 - i) Recommendations for ancillary health insurance products & services.
- The chosen consultant cannot be an agent, broker or affiliate of a firm submitting a proposal or bid for any insurance coverage.

- The chosen consultant agrees not to accept a commission from any of the insurance carriers as a result of contract negotiations for the University.
- The chosen consultant agrees to provide a written statement to this effect on their firm’s letterhead.

This request for quotation is issued to establish the existence of qualified firms or individuals interested in performing benefits consulting service for the University. The award may not be exclusive and Arkansas Tech University retains the right to utilize other firms to provide benefits consulting services.

Employees

Arkansas Tech has approximately 980 benefit eligible employees located on three campuses – Russellville, Ozark, and the Arkansas Tech Career Center (ATCC).

The University offers the following group benefit programs:

Program	Company
Medical	Arkansas Blue Cross Blue Shield
Dental	Arkansas Blue Cross Blue Shield
Vision	VSP through Blue Cross Blue Shield of Arkansas
Basic and Voluntary Group Life	USABLE
Voluntary Short Term and Long Term Disability	USABLE
Critical Care with Cancer, Accident Recovery and Hospital Care	USABLE
Section 125 (HSA and FSA)	DataPath
Retirement	TIAA, APERS, or ATRS (only if already vested)
Retirement Supplemental	TIAA-CREF

Additional

In addition, services **may** be requested from the Risk Management Office to include, but not limited to; Errors and Omissions, Student Accident, Student Professional Liability and other student related coverage insurance policies.

Proposal

Responses to this request are rated by points. The responses must include the following information for evaluation:

- 1) List of references, including contact information, where similar services have been provided by consultant. (20 pts)

2) Detailed narrative of qualifications to perform this engagement, including, but not limited to the following: number of years in business, current number of employees, and current number of offices and locations. (20 pts)

3) Description of work experience with employers of similar size. Preference will be given to work experience with universities of similar size and Carnegie classification. (15 pts)

4) Narrative and resumes describing the qualifications of the consultant's personnel who will be assigned to the University. (15 pts)

5) Detailed pricing including all fees and costs for personnel, travel, expenses, fees, and overhead for three categories of service. (30 pts)

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT. A.C.A. Section 25-19-105-ET SEQ.

Background

Arkansas Tech University is a state university established in 1909 with programs at the technical certification, associate, baccalaureate and graduate levels. The University has campuses in Russellville, Arkansas, and Ozark, Arkansas. The institution also operates Arkansas Tech Career Center (ATCC), a career and technical training initiative headquartered in Russellville with satellite locations at Clarksville, Danville, Ozark and Paris.

Arkansas Tech serves more than 12,000 students, which makes it one of the three largest universities in the State of Arkansas. Arkansas Tech has been named one of the 10 fastest-growing public master's degree-granting universities in the United States by The Chronicle of Higher Education six consecutive years. CollegeNET has identified Arkansas Tech as No. 1 in Arkansas for providing students with access to upward social mobility five consecutive years.

Arkansas Tech is also a leader in the state for science, technology, engineering and mathematics education. Here, students can explore intersecting career paths made possible by more than 120 undergraduate degree programs and more than 25 graduate degree options—all focused on student success. The graduation rate at ATU has increased by six percentage points over the last two years alone to reach 41 percent in 2017-18.

ATU-Ozark Campus offers 29 of Tech’s technical certificate and associate’s degree programs with a focus on workforce education and partnership with over 300 industry partners in the region, all of which results in multiple career pathways for the approximately 2,100 Arkansas Tech students served through Ozark.

ATCC serves high school students, provides concurrent credit to 19 school districts and educates approximately 1,000 students in nine programs of study.

For further information about Arkansas Tech University benefits programs, visit www.atu.edu/hr.

Anticipated Procurement Timetable

RFP Issued:	January 24, 2019
Questions deadline:	January 31, 2019
Answers posted to website:	February 7, 2019
Opening of Proposals:	February 15, 2019 at 2:00 p.m.
Selection Committee meeting	Week of February 18 th
Interview selected finalist	Week of February 25 th
Committee Recommendation and Board of Trustees	March 14, 2019

Award:

The University reserves the right to negotiate with the consultant selected for best and final offer.

Award will be made in the best interest of the University; however, the University reserves the right to not award any contract pursuant to this request for quotation. Cost will not be the sole criteria for determining the contract award but will comprise 30% of the weight in the deciding factor.

Proposals that are substantially incomplete or lack key information will be rejected.

The initial term of this contract is anticipated to be for a period of one (1) year with the option to renew on an annual basis. If the University requires additional services after that time, the contract may be extended for up to as long a time as necessary to complete the additional services. However, in no case will the term of the contract exceed seven (7) years. The University reserves the right to cancel this contract at any time upon written notice given thirty (30) days in advance. If during the performance of the contract, the consultant violates any local, state or federal law, the University reserves the right to cancel this contract immediately. The University will give written documentation to the contractor as to the reason for cancellation. Authorized services performed for the University will be paid for through the cancellation date with the exception of illegal acts.

Any questions pertaining to this RFP are to be directed to Jessica Holloway, APO, Purchasing Program Director, jholloway@atu.edu, 479-968-0269.

Arkansas Tech University's Standard Terms & Conditions may be found at www.atu.edu/purchasing

Additional terms and conditions of this RFP may be found in Attachment A below.

Submittals:

Send:

Three (3) original hard copies
Three (3) electronic copies (flash drive)
one (1) redacted electronic copy (flash drive)

Pricing may be included on the same flash drive as long as it is in a separate folder.

You may send proposals to:

Procurement Services
Arkansas Tech University
Young Building Suite 101
203 West O Street
Russellville, AR 72801

The following three (3) forms will be required prior to award of contract. You may find these forms on our website at www.atu.edu/purchasing.

- 1. Disclosure Required by Executive Order 98-04:** ___ As required by the State of Arkansas, the **successful consultant** must complete this form prior to award.

“The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.”

- 2. Equal Employment Opportunity Policy Required by Act 2157 of 2005:** ___ As required by the State of Arkansas, the **successful consultant** must complete this form prior to award.
- 3. Illegal Immigrant Certification Required by Act 157 of 2007:** ___ As required by the State of Arkansas, the **successful consultant** must complete this form prior to award.

Additionally, any resultant contract/agreement will include the following:

1. Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.
2. This Agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.
3. Company agrees that it is solely responsible for complying with all laws as well as obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Violation by Company or its employees of local, state or federal law during the performance of the contract shall permit the University to cancel this contract immediately with no penalty. Further, Company states that it is in compliance with all applicable laws and further, that it has or will obtain all required and necessary rights, licenses, titles, and permits necessary for all items, services, goods, products, or activities to be performed or provided. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of Company's service, goods, product, or activity on the campus of, or provided to, Arkansas Tech University.
4. Company agrees that it will be solely responsible for any harm, damage or injury that it, its product, its equipment, its goods, its service, or its employees, agents or guests cause or permit to occur to any person or their real or personal property as the result of Company's actions or failure to act. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, financial loss, or other injury or damage caused by Company's product, goods, service or otherwise, as well as all claims alleging any negligent act or omission of Company, its employees, subcontractors, or agents.
5. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.
6. Upon the signing of this Agreement by all parties, terms of the Agreement shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.

7. Licensor shall obtain and maintain in force and effect at all times during the term of this contract, at its sole expense, a general commercial liability insurance policy which policy shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence and two millions dollars (\$2,000,000.00) in the aggregate.
8. Company will not assign or otherwise transfer its duties under this contract to another person or entity without Arkansas Tech University's express written permission. Further, this agreement shall be binding upon the Company's successors and assigns.
9. Company agrees that it will not allow any of its employees, subcontractors or agents to engage in behavior that constitutes sexual harassment.
10. The parties agree and understand that approval of this Agreement or any amendments to this Agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this Agreement shall terminate automatically with no penalty to Arkansas Tech University.
11. Any information of Arkansas Tech University or relating to Arkansas Tech University's business, including student information, which Company obtains as a result of the services contemplated by this Agreement, which information is not generally available to the public or subject to the Arkansas Freedom of Information Act, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Arkansas Tech University's representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Company to perform the service under this Agreement. Regardless of how it is obtained, Company shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Company by Arkansas Tech University or learned or developed during the course of the services under this Agreement, except that that Company may disclose such Confidential Information in order for Company to perform its obligations under this Agreement. Company shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.
12. When Company handles or possesses personal and confidential Arkansas Tech University student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Company must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Company agrees to keep secure all information or data that it receives under this Agreement. Company further agrees that if it determines that the security of this information or data has been breached, it will notify Arkansas Tech University within 24 hours of when it had notice of the breach. In the event Company fails in its responsibility to keep secure all information or data that it receives under this

agreement, Company agrees to be fully responsible for all damages to any person or entity that result from the breach in security.

13. Company agrees that any data provided to it by Arkansas Tech University under or pursuant to this Agreement: (a) will be used by Company only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.
14. Upon termination of this Agreement Company shall, upon request, aid and assist Arkansas Tech University in the retrieval or return of any or all of the University's data or records that are in the possession of Company.
15. During the performance of this Agreement, Company shall remain in full compliance with the General Data Protection Regulation.
16. In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of the underlying agreement, the underlying agreement shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the University may have.
17. The underlying agreement may be terminated at any time upon thirty (30) days' written notice by either party. Any such termination of the agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
18. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.
19. Pursuant to A.C.A. §21-1-503, Company certifies that it is not currently engaged in, and further, hereby agrees that for the duration of the contract, not to engage in, a boycott of Israel.
20. The parties agree that pursuant to A.C.A. §19-11-247, before a contract is ratified and affirmed under subdivision (c)(1)(A) of A.C.A. §19-11-247, it shall be presented to the Legislative Council or, if the General Assembly is in session, to the Joint Budget Committee, for review if the contract is required to be submitted for review under A.C.A. §19-11-1006.
21. Pursuant to Act 557 of 2015, and A.C.A. §19-11-267, the service criteria for this Agreement is as follows: to provide competent services in the area of advertising as well performing all items set forth in paragraph one ("The Services") of the Agreement.

Acceptable performance of this Agreement shall be measured as follows: The Company shall perform its services consistent with the professional skill, quality, timeliness and care of other entities that perform/provide the same or similar advertising and public relations services.

Neither the University's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Company shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Company's negligent performance of any of the services rendered under this Agreement.

In the event that the Company shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Company in writing of such failure and demand that the same be remedied within 10 days. Should the Company fail to remedy the same within said period, the University shall then, in its sole discretion, have the right to immediately terminate this agreement without penalty.

22. Company hereby approves all strikethroughs and deletions made by the University to the face of the Agreement, and further agrees that the terms of this Addendum supersede and are controlling over any conflicting terms set forth in the Agreement.

Signature

Date

Printed Name and Title

Performance Based Standards:

Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract by the University.

Milestone Payment Contracts	
Standards	Remedies
Milestone deadlines are met	Vendor must provide an acceptable remediation plan
Work products are professional & comprehensive	Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced
	Replacement resources acceptable to Arkansas Tech University may be required
	Contract may be cancelled

Time & Materials Contracts	
Standards	Remedies
Services are provided in a timely and professional manner	Vendor must provide an acceptable remediation plan
Work products are professional, comprehensive and consistent with the contracted skill level	Payment may be withheld in part or in whole until acceptable work products are produced
	Replacement resources acceptable to Arkansas Tech University may be required
	Contract may be cancelled