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SECTION 1 - GENERAL

1.1 University Information

The University of Tennessee is a land-grant, higher-education institution. The University is an instrumentality of the State of Tennessee. The UT system includes UT Knoxville, UT Health Science Center in Memphis, UT Chattanooga, UT Martin, UT Space Institute in Tullahoma, and the statewide UT Institute of Agriculture and UT Institute for Public Service.

The system is governed by a 26-member Board of Trustees appointed by the governor of Tennessee. About 45,000 students are enrolled system-wide, and more than 9,000 graduate each year. With over 12,000 faculty and staff, The University of Tennessee System has a presence in each of Tennessee’s 95 counties. The UT System was founded in 1794 and became a statewide university system in 1968.

1.2 Contract Period

UTHSC seeks Student Health Insurance for UTHSC Students Only. Vendors must be prepared to administer, provide Student Health Insurance, and assist all students in their Health Insurance Needs. This agreement will be for one (1) year with four (4) additional one year extensions, beginning July 1, 2017 and ending June 30, 2022 if all extensions are utilized.

1.3 Extension of Contract Terms to Other Institutions

To promote efficiency in procurement, the University encourages its suppliers to extend the terms and conditions of awards (including pricing, delivery, and rebates) to other State of Tennessee agencies and the Tennessee Board of Regents. Proposers must indicate whether Proposer is willing to extend the terms and conditions of an award to such entities. If extending the terms and conditions of an award to other State of Tennessee entities would affect Proposer's ability to offer the most favorable incentives, pricing, and terms to The University of Tennessee, Proposer must mark "no" in Proposer's response.

SECTION 2 –SCOPE & OBJECTIVES

2.1 Scope

On behalf of the students of the UTHSC enrolled in all its educational programs, graduate and undergraduate, the UTHSC wishes to invite the submission of proposals for student health insurance.

This request for proposal arises out of the perceived needs of the UTHSC and its students, and to make student health insurance available to those persons engaged in the pursuance of educational activities of the UTHSC at all of its locations.

The UTHSC wishes to be of assistance to its students in obtaining the most desirable student health insurance program possible, based on cost, coverage and service.

The student health insurance plan selected will be funded through payments by the students without direct funding or contribution by the UTHSC. The insurance program selected will be voluntary, with certain exceptions noted hereafter, for all students enrolled at the UTHSC. Premiums and coverage provided shall be without age or gender variations. Such student health insurance shall also be made available to spouses and children, under the age of 25, or eligible students/scholars.

The procedure for enrollment in the student health insurance program of the selected insurance company must be simplified, open and without restrictions for eligibility.

2.2 Program Administration

Contractor will provide a written explanation on how all service, administration and claims are to be handled. If any aspects of service, administration or claims handling are to be handled by a third party (other than directly by the contractor) a complete explanation of who will be performing the required service and how they will be performed is required. The UTHSC must be notified and approve any change in the service or claim administrator during the course of this contract. All subcontractors must be acceptable to the UTHSC.

In addition to the requirements stated previously, the following are requirements that the successful program must include:

1. Contractors and/or agents for the insurer must be willing to provide the necessary Coordination and administration of all aspects of the student health insurance program in a manner agreeable to the UTHSC and to the Director of University Health Services for the UTHSC.
2. The contractor and/or agent for the insurer must provide explanation as to how representation will be provided, including, but not limited to, toll free telephone lines, email, WEB access and/or access to a company representative.
3. The contractor and/or agent for the insurer must provide adequate information, in writing, describing the benefits, terms and conditions of the student health insurance coverage prior to the effective date of such coverage. Additionally, upon enrollment, the insurer must provide the student insured an individual certificate of insurance, identification card, or other acceptable evidence of insurance for those persons enrolled in the student health insurance program within thirty (30) days of enrollment. If a pharmacy card is issued separately, it should be issued at the same time.
4. Duties of the contractor or agent for insurer:
 - a. Negotiate details including all contract, claim and administrative matters that may arise.
 - b. Print and supply all required forms, including:
 1. Brochures describing the plan, enrollment forms, and ID cards (see number 3 above)
 2. Endorsement letters
 3. Claim forms

4. premium/renewal notices

c. Reimburse the UTHSC for expense incurred in the mailing of insurance information to all students.

d. Contractor must provide on-line waiver and enrollment services at no extra cost.

e. Computerized list of students, in alphabetical order and by campus, with a distinction made between domestic and international students is required by October 1st of each year. Must include:

1. Name of insured student
2. Amount of premium paid
3. Effective and termination dates of insurance
4. University identification number
5. Copies for UTHSC.

f. Each month after October an updated list could be supplied and should include:

1. All of the above information
2. All additional students added within the prior month
3. All deletions

g. Contractor must present a plan, in writing, for marketing the program to the campuses and students.

h. Keep the UTHSC informed of progress and claim activity during the policy year. Monthly claim report:

1. Individual claim activity

2. Grouping by type of illness

3. Aging of accounts/claims

i. Capability to be on-line between UT Administration and insurer with capability to both file claims and view claim activity, or suitable alternative(s).

j. Maintain toll-free telephone lines to claims paying office staffed by competent personnel who are knowledgeable in the health insurance plan provided. In addition to toll-free telephone lines, the contractor must maintain "On-line" email and WEB access to claim, administrative services and provider network.

k. It will be the responsibility of the contractor and/or agent for the insurer to ensure that all claims are processed promptly and fairly whether processed by the contractor and/or agent for the insurer, the underwriter, or a third party administrator. Proposals should include details of claim handling procedures and statistical data to be supplied to the UTHSC.

l. Provide to the Director of University Health Services and any other designated persons, a semiannual report of plan enrollment, premiums collected and claims paid not later than February 1st and August 1st each year.

m. The contractor and/or agent for the insurer will make necessary allowances and allow correction for any clerical error in record-keeping made by the UTHSC and will not void coverage.

n. EXTENSION OF BENEFITS

If Basic Sickness Expense coverage for a Covered Person ends while he is totally

disabled, benefits will continue to be available for expenses incurred for that person, only while the Covered Person continues to be totally disabled. Benefits will end three months from the date coverage ends.

If a Covered Person is confined to a hospital on the date his or her insurance terminates, expenses incurred after the termination date and during the continuance of that hospital confinement, shall be payable in accordance with the policy, but only while they are incurred during the 90 day period, following such termination of insurance.

o. There must be written instructions on how and when to file a claim in the student health insurance program.

p. Provide the Director of University Health Services of the UTHSC and others as may be requested, loss/premium information for current and past policy years on February 15th of each policy year and as well as policy year end information on September 1st of each year.

2.3 DESCRIPTION OF REQUESTED PROPOSAL

The requested proposal for student health insurance will cover the specific method of providing the perceived student health insurance needs of the students of the UTHSC. Evaluation and selection by the UTHSC will not be made on price alone. The UTHSC reserves the right to select the proposal of its choice.

All proposals must comply with Title IX of the Education Amendments of 1972, Pub. L. 92-318 and shall consider pregnancy as any other illness with no specific limitations.

All proposals must comply with the insurance requirements as set forth by the U.S. Department of State for the J-1 exchange program.

The UTHSC wishes to consider utilizing a Preferred Provider Organization (PPO), managed care, or similar plan of the selected insurer.

The proposal must clearly state the availability and alternatives to the PPO should such not be available in all localities and shall provide complete coverage throughout the United States of America and world-wide. The UTHSC wishes to consider any and all variations usual to the provisions of such coverage. However, the UTHSC wishes to have the health insurance coverage equivalent to the indicated provisions. The insurance company is permitted to propose enhancements to the proposed Plan.

The UTHSC and affiliated health care providers must be given an opportunity to participate as providers under this program.

The current UTHSC student health insurance plan is located at: www.uhcsr.com. Should there be a conflict between the information listed here and the plan book, the plan book shall prevail.

2.4 MINIMAL ACCEPTABLE CONDITIONS

The list below represents our current insurance benefits. Please quote these limits as the base benefit on the price sheet.

Maximum Benefit No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)

Deductible Preferred Providers	\$250 (Per Person, Per Policy Year)
Deductible Preferred Providers	\$500 (For all in Family, Per Policy Year)
Deductible Out-of-Network	\$500 (Per Person, Per Policy Year)
Deductible Out-of-Network	\$1,000 (For all in Family, Per Policy Year)
Coinsurance Preferred Providers	80% except as noted below
Coinsurance Out-of-Network	60% except as noted below
Out-of-Pocket Max Preferred Providers	\$2,500 (Per Person, Per Policy Year)
Out-of-Pocket Max Preferred Providers	\$5,000 (For all in Family, Per Policy Year)
Out-of-Pocket Maximum Out-of Network	\$20,000 (Per Person, Per Policy Year)
Out-of-Pocket Maximum Out-of-Network	\$40,000 (For all in Family, Per Policy Year)

Please quote the below limits as Alternate 1 on the price sheet.

Maximum Benefit No Overall Maximum Dollar Limit	(Per Insured Person, Per Policy Year)
Deductible Preferred Providers	\$500 (Per Person, Per Policy Year)
Deductible Preferred Providers	\$1,000 (For all in Family, Per Policy Year)
Deductible Out-of-Network	\$1,000 (Per Person, Per Policy Year)
Deductible Out-of-Network	\$2,000 (For all in Family, Per Policy Year)
Coinsurance Preferred Providers	80% except as noted below
Coinsurance Out-of-Network	60% except as noted below
Out-of-Pocket Max Preferred Providers	\$6,350 (Per Person, Per Policy Year)
Out-of-Pocket Max Preferred Providers	\$12,700 (For all in Family, Per Policy Year)
Out-of-Pocket Maximum Out of Network	\$20,000 (Per Person, Per Policy Year)
Out-of-Pocket Maximum Out-of-Network	\$40,000 (For all in Family, Per Policy Year)

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If a Preferred Provider with necessary expertise is not available in the Network Area, benefits will be paid at the level of benefits shown as Preferred Provider benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Covered Medical Expenses will be paid at 80% of the Negotiated Charge for all Insured's including the Post Doc Students, after a \$50 Deductible Per Policy Year in lieu of the \$250 Per Policy Year Deductible, when treatment is rendered at the University of Tennessee Medical Group (UTMG) Behavioral Center for: Outpatient Mental Illness Treatment and Substance Use Disorder Treatment.

Out-of-Pocket Maximum: After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Separate Out-of-Pocket Maximums apply to Preferred Provider and Out-of-Network benefits. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum.

Services that are not Covered Medical Expenses do not count toward meeting the Out-of-Pocket Maximum. Even when the Out-of-Pocket Maximum has been satisfied, the Insured Person will still be responsible for Out-of-Network per service Deductibles.

Student Health Center Benefits: The Deductible will be waived and benefits will be paid at 80% for Covered Medical Expenses incurred when treatment is rendered at the University Health Services. Including SHC Preventive Care Services not payable under the Preventive Care Services benefit (annual routine physical examination, vision and hearing screening excluding refractive examinations to detect vision impairment, testing for tuberculosis, titers and screening for STD's and immunizations). HPV Injections not payable under the Preventive Care Services Benefit are covered at the SHC at 100%. The Policy Deductible will not be waived for the Post Doc Students.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Inpatient	Preferred Provider	Out-of-Network Provider
Room & Board Expense:	Preferred Allowance	70% of Usual and Customary Charges
Intensive Care:	Preferred Allowance	70% of Usual and Customary Charges
Hospital Miscellaneous Expenses:	Preferred Allowance	70% of Usual and Customary Charges
Routine Newborn Care:	Paid as any other Sickness	Paid as any other Sickness
Surgery:	Preferred Allowance	Usual and Customary Charges
<i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all</i>		

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<i>subsequent procedures.)</i>		
Inpatient	Preferred Provider	Out-of-Network Provider
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	70% of Usual and Customary Charges
Pre-admission Testing:	Paid as any other Sickness	Paid as any other Sickness
<i>(Pre-admission testing must occur within 7 days prior to admission.)</i>		
Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
<i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>		
Day Surgery Miscellaneous:	Preferred Allowance	Usual and Customary Charges
<i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges

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Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
<i>(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.)</i>		
Medical Emergency Expenses:	Preferred Allowance \$100 Copay per visit	80% of Usual and Customary Charges \$100 Deductible per visit
<i>(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible does not apply to the Policy Deductible.)</i>		
Diagnostic X-ray Services:	Preferred Allowance	Usual and Customary Charges
Radiation Therapy:	Preferred Allowance	Usual and Customary Charges
Laboratory Procedures:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Chemotherapy:	Preferred Allowance	Usual and Customary Charges

<p>The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Inpatient</p>	<p>Preferred Provider</p>	<p>Out-of-Network Provider</p>
<p>*Prescription Drugs: <i>(Mail order through UHCP at 2.5 times the retail Copay up to a 90 day supply.)</i></p>	<p>Pharmacy \$5 Copay per prescription for Tier 1 \$10 Copay per prescription for Tier 2 up to a 31 day supply per prescription</p>	<p>100% of Usual and Customary Charges \$5 Deductible per prescription for generic drugs \$10 Deductible per prescription for brand name up to a 31 day supply per prescription <i>(The Insured must pay out-of-pocket for prescriptions at a non-preferred pharmacy and then submit the receipt with a prescription claim form for reimbursement.)</i></p>
<p>Other</p>	<p>Preferred Provider</p>	<p>Out-of-Network Provider</p>
<p>Ambulance Services:</p>	<p>Preferred Allowance</p>	<p>80% of Usual and Customary Charges</p>
<p>Durable Medical Equipment:</p>	<p>Preferred Allowance</p>	<p>80% of Usual and Customary Charges</p>
<p>Consultant Physician Fees:</p>	<p>Preferred Allowance</p>	<p>Usual and Customary Charges</p>
<p>Dental Treatment:</p>	<p>Preferred Allowance</p>	<p>Usual and Customary Charges</p>
<p><i>(Benefits paid on Injury to Sound, Natural Teeth only.)</i></p>		
<p>Mental Illness Treatment:</p>	<p>Paid as any other Sickness</p>	<p>Paid as any other Sickness</p>
<p><i>(Institutions specializing in or primarily treating Mental Illness and Substance Use Disorders are not covered.)</i></p>		

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Inpatient	Preferred Provider	Out-of-Network Provider
Substance Use Disorder Treatment:	Paid as any other Sickness	Paid as any other Sickness
<i>(Institutions specializing in or primarily treating Mental Illness and Substance Use Disorders are not covered.)</i>		
Maternity:	Paid as any other Sickness	Paid as any other Sickness
Elective Abortion:	No Benefits	No Benefits
Complications of Pregnancy:	Paid as any other Sickness	Paid as any other Sickness
Preventive Care Services:	100% of Preferred Allowance	No Benefits
<i>(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)</i>		
Reconstructive Breast Surgery Following Mastectomy:	Paid as any other Sickness	Paid as any other Sickness
<i>(See Benefits for Reconstructive Breast Surgery)</i>		
Other	Preferred Provider	Out-of-Network Provider
Diabetes Services:	Paid as any other Sickness	Paid as any other Sickness
<i>(See Benefits for Diabetes Treatment)</i>		
Home Health Care:	Preferred Allowance	Usual and Customary Charges
Hospice Care:	Preferred Allowance	Usual and Customary Charges

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Inpatient	Preferred Provider	Out-of-Network Provider
Inpatient Rehabilitation Facility:	80% of Preferred Allowance	70% of Usual and Customary Charges
Skilled Nursing Facility:	Preferred Allowance	Usual and Customary Charges
Urgent Care Center:	Preferred Allowance	Usual and Customary Charges
Hospital Outpatient Facility or Clinic:	Preferred Allowance	60% of Usual and Customary Charges
Approved Clinical Trials:	Paid as any other Sickness	Paid as any other Sickness
Transplantation Services:	Paid as any other Sickness	Paid as any other Sickness
*Pediatric Dental and Vision Services:	See endorsements attached for Pediatric Dental and Vision Services benefits	See endorsements attached for Pediatric Dental and Vision Services benefits
Acupuncture in Lieu of Anesthesia :	Preferred Allowance	Usual and Customary Charges
Hearing Aids:	Preferred Allowance	Usual and Customary Charges
<i>(Benefits are limited to Insureds under 18 years of age.)</i>		
Medical Supplies:	Preferred Allowance	Usual and Customary Charges
<i>(Benefits are limited to a 31-day supply per purchase.)</i>		
TMJ Disorder:	Paid as any other Sickness	Paid as any other Sickness

<p>The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Inpatient</p>	<p>Preferred Provider</p>	<p>Out-of-Network Provider</p>
<p>Repatriation:</p>	<p>Benefits provided by FrontierMEDEX</p>	<p>Benefits provided by FrontierMEDEX</p>
<p>Medical Evacuation:</p>	<p>Benefits provided by FrontierMEDEX</p>	<p>Benefits provided by FrontierMEDEX</p>
<p>*AD&D:</p>	<p>Note Below</p>	<p>Note Below</p>
<p><i>(\$2,500 - \$10,000 maximum)</i></p>		
<p>Non-Prescription Enteral Formula:</p>	<p>Paid as any other Sickness</p>	<p>Paid as any other Sickness</p>
<p><i>(Covered Medical Expenses include charges incurred by a Covered Person for non-prescription enteral formulas, for which a Physician has issued a written order, and are for the treatment of malabsorption caused by: Crohn's Disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudoobstruction, and inherited diseases of amino acids and organic acids. Covered Medical Expenses for inherited diseases of amino acids and organic acids, will also include food products modified to be low protein.)</i></p>		
<p>Routine Screening for Sexually Transmitted Diseases:</p>	<p>Preferred Allowance</p>	<p>Usual and Customary Charges</p>
<p><i>(One annual routine screening Per Policy Year)</i></p>		

SHC Referral Required: Yes () No (X)

Continuation Permitted: Yes (X) No ()

() 52 Week Benefit Period or (X) Extension of Benefits

Pre Admission Notification: Yes (X) No () Other Insurance: (X)

Coordination of Benefits (X) Excess Motor Vehicle () Primary Insurance

2.5 DEFINITIONS

Brochure	Document containing a brief summary of the program offered, rates, temporary identification card and enrollment form.
Cancellation of Policy	No refunds will be made. All premiums are fully earned. Exceptions to this would be date of written request is received; or (2) for extenuating circumstances requested by the UTHSC.
Deductible	The dollar amount stated in the schedule of benefits that each member must pay for will be applied on a per illness or per accident basis with a maximum deductible amount per policy year.
Eligible Dependents	<ol style="list-style-type: none">1. The student's spouse by legal marriage.2. Natural and adopted children, stepchildren, and children for whom the student has legal custody, and children placed pursuant to court order in anticipation of adoption by the student.
Extension of Benefits	<p>If Basic Sickness Expense coverage for a Covered Person ends while he is totally disabled, benefits will continue to be available for expenses incurred for that person, only while the Covered Person continues to be totally disabled. Benefits will end three months from the date coverage ends.</p> <p>If a Covered Person is confined to a hospital on the date his or her insurance terminates, expenses incurred after the termination date and during the continuance of that hospital confinement, shall be payable in accordance with the policy, but only while they</p>

are incurred during the 90 day period, following such termination of insurance.

International Students Those individuals who are visiting the UTHSC from another country in the interest of research and educational opportunities. The scholars will also include those individuals (UTHSC faculty, staff, students and dependents) traveling abroad for the same purpose.

Master Policy A document with a policy number containing in detail the schedule of benefits, dates of coverage, definitions, exclusions, claims instructions, and a copy of these bid specifications. This will be kept on file by both the insurance company and the Director of University Health Services.

Termination Date The date benefits stop.

2.6 EXCLUSIONS

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

1. Acne.
2. Acupuncture.
3. Addiction, such as:
 - * Caffeine addiction.
 - * Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.
 - * Codependency.
4. Behavioral problems. Conceptual handicap. Developmental delay or disorder or mental retardation. Learning disabilities. Milieu therapy. Parent-child problems.
5. Cosmetic procedures, except reconstructive procedures to:
 - * Correct an Injury or treat a Sickness for which benefits are otherwise payable under this policy. The primary result of the procedure is not a changed or improved physical appearance.
 - * Treat or correct Congenital Conditions.

6. Custodial Care.

* Care provided in: rest homes, health resorts, homes for the aged, halfway houses, college infirmaries or places mainly for domiciliary or Custodial Care.

* Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.

7. Dental treatment, except:

* For accidental Injury to Sound, Natural Teeth.

* As described under Dental Treatment in the policy.

This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.

8. Elective Surgery or Elective Treatment.

9. Elective abortion.

10. Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline.

11. Foot care for the following:

* Flat foot conditions.

* Supportive devices for the foot.

* Subluxations of the foot.

* Fallen arches.

* Weak feet.

* Chronic foot strain.

* Routine foot care including the care, cutting and removal of corns, calluses, toenails, and bunions (except capsular or bone surgery).

This exclusion does not apply to preventive foot care for Insured Persons with diabetes.

12. Health spa or similar facilities. Strengthening programs.

13. Hearing examinations. Hearing aids. Other treatment for hearing defects and hearing loss.

"Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process.

This exclusion does not apply to:

* Hearing defects or hearing loss as a result of an infection or Injury.

* Benefits specifically provided in the policy.

14. Hypnosis.

15. Immunizations, except as specifically provided in the policy. Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the policy.

16. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.

17. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any other valid and collectible insurance.

18. Injury sustained while:

- * Participating in any intercollegiate, or professional sport, contest or competition.
- * Traveling to or from such sport, contest or competition as a participant.
- * Participating in any practice or conditioning program for such sport, contest or competition.

19. Investigational services.

20. Lipectomy.

21. Participation in a riot or civil disorder. Commission of or attempt to commit a felony. Fighting except when unprovoked and in self-defense.

22. Prescription Drugs, services or supplies as follows:

- * Therapeutic devices or appliances, including: hypodermic needles, syringes, support garments and other non-medical substances, regardless of intended use, except as specifically provided in the policy.
- * Immunization agents, except as specifically provided in the policy. Biological sera. Blood or blood products administered on an outpatient basis.
- * Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs.
- * Products used for cosmetic purposes.
- * Drugs used to treat or cure baldness. Anabolic steroids used for body building.
- * Anorectics - drugs used for the purpose of weight control.
- * Fertility agents or sexual enhancement drugs, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, Serophene, or Viagra.
- * Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.

23. Reproductive/Infertility services including but not limited to the following:

- * Cryopreservation of reproductive materials. Storage of reproductive materials.
- * Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception, except to diagnose or treat the underlying cause of the infertility.
- * Premarital examinations.
- * Impotence, organic or otherwise.
- * Reversal of sterilization procedures.
- * Sexual reassignment surgery.

24. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the policy.

25. Routine eye examinations. Eye refractions. Eyeglasses. Contact lenses. Prescriptions or fitting of eyeglasses or contact lenses. Vision correction surgery. Treatment for visual defects and problems.

This exclusion does not apply as follows:

- * When due to a covered Injury or disease process.
- * To benefits specifically provided in Pediatric Vision Services.
- * To the first pair of eyeglasses or contact lenses following cataract surgery.

26. Preventive care services, except as specifically provided in the policy, including:

- * Routine physical examinations and routine testing.
- * Preventive testing or treatment.
- * Screening exams or testing in the absence of Injury or Sickness.

27. Services provided normally without charge by the Health Service of the Policyholder. Services covered or provided by the student health fee.

28. Deviated nasal septum, including submucous resection and/or other surgical correction thereof. Nasal and sinus surgery, except for treatment of a covered Injury or treatment of chronic sinusitis.

29. Naturopathic services.

30. Supplies, except as specifically provided in the policy.

31. Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, or gynecomastia, except as specifically provided in the policy.

32. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.

33. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).

34. Weight management. Weight reduction. Nutrition programs. Treatment for obesity (except surgery for morbid obesity). Surgery for removal of excess skin or fat.

2.7 OTHER CONDITIONS

1. Repatriation and evacuation are requirements of international students and scholars and are to be included in the premium. International students/scholars are required by the UTHSC to have this coverage.
2. Plan must contain provisions to insure UTHSC scholars and their dependents as defined. Coverage shall be provided on a monthly basis prorated from the yearly premium, from the date of arrival to the date of departure. Coverage shall terminate in the absence of notification to the insurer for the renewal and payment of the renewal premiums.

Following the award to the successful contractor, and the Director of University Health Services shall determine a mutually agreeable method(s) for the processing of applications, enrollment and payment of premiums for the International Students and Scholars insured. Such agreement shall recognize any special conditions for the handling of these students' needs. Such agreement shall be in writing.

3. Domestic students and their dependents' coverage shall become effective upon the receipt of enrollment form/application and payment of semi-annual or annual premium by the insurer. Other types of payment plans may be offered by the insurer. Semi-annual or any other payment plan renewal for domestic student and their dependents will be upon receipt of the premium for renewal of existing coverage following notice of expiration and renewal request mailed to insured from insurer. Annual renewal for domestic students and their dependents will be by notification of insurer to insured requesting renewal payment and any other information required by insurer to renew.
4. Questions regarding eligibility of coverage will be mutually agreed upon between the UTHSC and the insurer.
5. The insurer may pursue recovery for its subrogated interests arising out of the payment of any benefits paid under this policy of insurance; except any such claims that might arise against the State of Tennessee, the University of Tennessee Health Science Center, its employees, and affiliated healthcare facilities or agents.
6. The successful contractor must provide the UTHSC with a Master Policy containing all of the terms and conditions of the plan selected (one original and two duplicates).
7. It is also understood that this coverage protects the insured students and insured dependents twenty four hours a day, anywhere in the world for the period for which a

premium has been paid. The Master Policy is in effect from the period stated in the attached Plan Book. Student’s coverage will be effective on the date of their registration if their registration date falls within 4 days of the Master Policy dates, excluding international students.

8. The enrollment period will be 30 days prior to registration and 30 days following the first day of classes. Extensions to this enrollment period may be granted upon mutual agreement.

The brochure must be printed at the expense of the successful contractor and shall be provided in draft form in a timely manner for approval by the UTHSC prior to final printing.

SECTION 3 – ADMINISTRATIVE INFORMATION

3.1 Issuing Office

Dianne Holmes	Phone (901) 448-7272
Purchasing Department	Fax (901) 448-8028
The University of Tennessee	Email: dholmes2@uthsc.edu
Health Science Center	
847 Monroe Ave., Suite 216	
Memphis, TN 38163	

NOTE 1: The University is not responsible for late, lost, or misdirected bids, regardless of the cause.

NOTE 2: Regarding this RFP: during the RFP process (from the date that the University issues this RFP through the date that the University issues a binding award), all communication must be directed only to staff members in the University’s Purchasing department. The University may disqualify any Proposer’s RFP if the Proposer communicates with any University employee outside of the Purchasing department.

3.2 Schedule of Events

Release of RFP	March 27, 2017
Last date for questions regarding RFP	April 6, 2017
Proposal Deadline & Time	April 28, 2017 2:30 pm
Final Contract Award	May 19, 2017
Policy Coverage Begins	July 1, 2017

NOTE: The UTHSC reserves the right to deviate from this schedule.

3.3 Questions and Revisions

Proposers may ask *written* questions by mail or e-mail before the question deadline concerning this RFP. The University will not respond to questions submitted after the deadline. The University will respond to all questions via email. Oral communications are not binding on the University.

The University will publish responses to Proposers' inquiries as an addendum to the RFP. Proposer is responsible for reading addenda.

The University may modify this RFP at any time before the Proposal deadline by issuing written addenda.

All addenda will be numbered consecutively and will be part of this RFP.

3.4 State of Tennessee Employees

Proposer may not bid if Proposer:

- a) is employed by the State of Tennessee;
- b) has retired from or terminated such employment within the past six months; or
- c) will be employed by the State of Tennessee during the term of any contract with the University.

3.5 Conflict of Interest

Proposers must disclose any conflicts of interest in Proposer's Proposal. Proposer must disclose the following conflicts of interest:

- a) If Proposer's outside interests might compromise Proposer's judgment and objectivity with respect to Proposer's responsibilities to the University.
- b) Proposer's outside interests that might affect Proposer's ability to provide goods or services to the University.
- c) Proposer's business partners or employees who are also employed by the University.
- d) Whether Proposer, or any of Proposer's employees, are related to University employees. "Related" includes marriage or domestic partnership.

3.6 Proposal Preparation Costs

Proposer is responsible for all costs that Proposer incurs by responding to this RFP, including travel expenses.

3.7 Non-Collusion; Compliance with Law

Under penalty of perjury, Proposer certifies that its Proposal has not been arrived at collusively or otherwise in violation of Federal or Tennessee antitrust laws. Proposer states that it complies with all applicable laws.

3.8 Governing Law

The laws of the State of Tennessee, excluding conflict of law principles, govern this RFP.

3.9 Withdrawal of Proposals

Withdrawal: Proposers may withdraw their Proposal at any time before the deadline for responses. To withdraw a Proposal, a Proposer must submit a written request signed by a representative authorized to legally bind the Proposer. Proposer must send withdrawal requests to the Purchasing contact listed above.

Resubmit: Proposers may resubmit a Proposal at any time before the deadline for responses.

3.10 Late Proposals

The University will not accept Proposals after the deadline.

SECTION 4 – GENERAL INFORMATION

The University prefers that its purchase order contain all terms and conditions governing an award. The University is an instrumentality of the State of Tennessee and, as such, has sovereign immunity. If Proposer will require the University to sign a contract provided by Proposer, then Proposer must provide a copy of the proposed contract with its Proposal. The University of Tennessee is a state-created public institution of higher education.

As an instrumentality of the State of Tennessee, the University has sovereign immunity under Article I, Section 17 of the Tennessee Constitution and the Eleventh Amendment to the Constitution of the United States. Only the Tennessee General Assembly has authority to waive sovereign immunity; no officials at the University have this authority. Additionally, the University has limited contracting authority and can agree only to contract terms that are consistent with Tennessee law.

See Schedule 1 for more details.

SECTION 5 – PROPOSAL SUBMISSION

1. Required Submissions: Each Proposer must submit one (1) signed hard copy and one (1) electronic response for technical and financial proposals in separate sealed envelopes.

- 1) Technical Proposal

- 2) Financial Proposal.

2. General Information: The University will not evaluate the financial proposal until all technical proposals have been evaluated and scored. The scoring committee will not have access to the cost proposals during the technical evaluation.

SECTION 6 – TECHNICAL RESPONSE

6.1 Directions

- a) No Pricing: Proposers must not include any cost/pricing information in the Technical Proposal.
- b) Proposals should include all information requested below and any other information requested elsewhere in this RFP. All information should be organized and labeled in accordance with the section headings listed below.
 - A. Completed and signed Form of Proposal (Technical Proposal). (Schedule 4)
 - B. A brief history of the proposing company and insuring company.
 - C. A listing of office locations of proposing company and carrier.
 - D. Specimen copy of the proposed policy you would propose to furnish in accordance with the requirements of this RFP and that you would file with the State of Tennessee Department of Insurance for approval.
 - E. A statement of the policy features and benefits offered that exceed the current plan.
 - F. A statement of any exceptions taken to the RFP and any proposed policy features, benefits, limits, etc. that are not equal to the current plan. Any variations, restrictions, etc. that vary from the current plan should be stated.
 - G. A listing of specific personnel who might be assigned to service or perform this contract, their qualifications and licenses.
 - H. Representative client listings for both the proposing agent/broker and the proposed carrier with designated references (minimum of three) which the UTHSC can contact (give institution name, type of plan, contact person, and phone number). Include comparable references where the company has performed insurance services similar to those in this RFP.

- I. A copy of the most recently available audited financial statement of the proposed carrier.
- J. A statement of the Best's and/or S&P rating of the proposed carrier. Carrier must have a "A-" or better rating in AM Best or the equivalent rating in S&P.
- K. Evidence of the proposer being a licensed agent/broker in the State of Tennessee.
- L. Documentation of proposer's experience and ability to manage student health insurance.
- M. Letter from proposed carrier indicating that the proposer, if an agent/broker, has authorization to submit a proposal on behalf of the carrier.
- N. Statement that the proposed carrier is authorized to do business in the State of Tennessee and currently in a satisfactory regulatory status with the Department of Insurance, State of Tennessee.
- O. An explanation of advanced approval/certification requirements. Include types of services in which advanced approval or certification is required and the process for securing approval.
- P. Documentation to demonstrate the proposed carrier's previous underwriting and marketing experience in the field of student health insurance.
- Q. Information about the PPO Network that is being proposed. A listing of the preferred providers (including physicians and facilities) should be included.
- R. Information about the prescription drug plan offered.
- S. Proposed plan of program administration describing how the account will be serviced and how claims will be processed. If any element of service, administration, or claims processing/payment are to be handled by a third party, give an explanation of who will be performing the service and how the service will be performed.
- T. State the availability and alternatives to the PPO should such not be available in all localities. Indicate how coverage will be provided throughout the United States and other parts of the world.

- U. The proposer is permitted to propose enhancements to the proposed plan. If any enhancements to the requested coverage are proposed, they should be clearly identified in the proposal and any additional premium for such should be clearly stated in the Premium Proposal.
 - V. State how your company would handle credible coverage letters. Also give your company's definition of credible coverage.
 - W. Provide details of the quote for allergy testing, prescription oral allergy medications, and prescription injectable allergy treatment (including serum production and injections) benefit that is being quoted as an option for consideration by the UTHSC.
- c) Complete Responses: If a Proposer submits an incomplete response, the University may reject the Proposal.
- d) Form: Proposers must respond to each requirement in the same order listed below.

6.2 Cover Letter

Proposer must submit a cover letter with its Proposal. The cover letter must be signed by a representative who is legally authorized to bind the Proposer. The cover letter must be in the format of a standard business letter, and it must include the following:

- A statement referencing all addenda to this RFP issued by the University and received by the Proposer. If no addenda have been received, a statement to that effect should be included.
- A statement that the proposal is valid for 6 months after the Proposal submission deadline.
- A statement that the Proposer will accept financial responsibility for all travel expenses incurred for in-person presentations (if required).
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

6.3 Proposer Qualifications/Experience

Please give a brief history of your company and detail your company's qualifications and duration of experience. Please include the following information:

- A brief description of the firm, including ownership.

- Brief qualification and biography of the specific personnel to be assigned to the audit. Describe experience levels of each such individuals, including the number of years of related experience and how long they have been with the firm.
- Address of office that would be providing service under this agreement
- Number of years in business
- State of incorporation
- Number of employees
- Please detail past and present higher education experience
- Please detail any special resources, skills, or services that your firm would provide to the University of Tennessee
- Detail your ability and expertise to perform services in a highly professional and timely manner

6.4 References

Please provide at least 3 references for which the same services are currently being utilized, and briefly describe the type of service provided.

Include, at a minimum, the following information:

- Company/School/Business name
- Contact name
- Phone number
- E-mail address
- Brief description of the scope of the business relationship and value
- Current status of business relationship

SECTION 7 - Technical Proposal Requirements

Section	Description
6.1 a	No pricing in the Technical Proposal
6.1 b	Organization of Technical Proposal
6.1 b A	Completed and signed Form of Proposal
6.1 b B	Brief History of Company
6.1 b C	List of Office Locations of Agent and Carrier
6,1 b D	Specimen Copy of Proposed Policy
6.1b E	

Section	Description
	Statement of Items that exceed the current plan
6.1b F	Statement of any exceptions to RFP
6.1b G	Listing of Specific Personnel who will be assigned to account
6.1.b H	Listing of 3 Higher Education Clients with similar policies
6.1.b I	Most recent audited Financial Report of Carrier
6.1 b J	Copy of Best's and/or S&P rating
6.1 b K	Copy of Licenses for Tennessee
6.1 b L	Documentation of proposer's experience and ability to manage student health insurance
6.1.b M	Authorization letter from the Carrier that proposer is authorized to quote
6.1.b N	Statement that Carrier is licensed in Tennessee
6.1.b O	An explanation of advanced approval/certification requirements. Include types of services in which advanced approval or certification is required and the process for securing approval.
6.1.b P	Documentation to demonstrate the proposed carrier's previous underwriting and marketing experience in the field of student health insurance
6.1.b Q	Information about the PPO Network that is being proposed. A listing of the preferred providers (including physicians and facilities) should be included
6.1.b R	Explanation of Prescription Drug Plan
6.1.b S	Proposed plan of program administration describing how the account will be serviced and how claims will be processed. If any element of service, administration, or claims processing/payment are to be handled by a third party, give an explanation of who will be performing the service and how the service will be performed
6.1.b T	State the availability and alternatives to the PPO should such not be available in all localities. Indicate how coverage will be provided throughout the United States and other parts of the world.
6.1.b U	The proposer is permitted to propose enhancements to the proposed plan. If any enhancements to the requested coverage are proposed, they should be clearly identified in the proposal and any additional premium for such should be clearly stated in the Premium Proposal
6.1.b V	State how your company would handle credible coverage letters. Also give your company's definition of credible coverage
6.1.b W	Provide details of the quote for allergy testing, prescription oral allergy medications, and prescription inject able allergy treatment (including serum production and injections) benefit that is being quoted as an option for consideration by the UTHSC
6.1.c	Statement that this Response is complete
6.1.d	<u>Form</u> : Proposers must respond to each requirement in the same order listed below

SECTION 8 - FINANCIAL PROPOSAL

The financial proposal should be in a separate sealed envelope marked "Financial Proposal." Financial Proposal must include Schedule 2 Pricing Form. Submit one (1) hard copy and one (1) electronic copy.

The Proposer must submit a financial proposal separate from its technical proposal.

8.1.1 The completed and signed Premium Proposal (original and one electronic copy). (Schedule 5) The Premium Proposal must be contained in a separately sealed and marked envelope (see above). The premium amounts quoted must be inclusive of an administrative fee of \$8.00 per enrolled student per year that the successful proposer will be required to pay to the UTHSC (for coordination and services provided by University Health Services). Please utilize Schedule 2 - Pricing Proposal Form to submit your pricing. Use extra pages if necessary.

SECTION 9 – BASIS FOR AWARD

The evaluation process is designed to award an agreement not necessarily to the proposer of least cost, but rather to the proposer with the best combination of attributes based upon the evaluation criteria. All qualified proposals will be evaluated and scored on a weighted-point method by a committee consisting of representatives for The University of Tennessee.

All proposals will be scored relative to other proposals with regards to prices submitted and to requirements and specification criteria listed in the RFP document. If the University makes an award, the University will award to the Proposer whose proposal scores the highest total points.

9.1 Scoring Schedule

Technical Proposal	Max Points
Total Technical Points	700
Financial Proposal	300
Total Point	1000

9.2 Financial Proposal Scoring

Cost proposal points will be based on the information provided by the proposers in their financial proposal response of the RFP. The maximum points possible for the financial proposal are 300 points.

The proposal with the lowest price gets the total maximum points. The subsequent financial scores are based on the following formula:

Financial Score= ((Lowest price amount from all proposals)/(other proposal price being evaluated)) x maximum number of points

SECTION 10 - PROPOSER PRESENTATIONS

As a part of the evaluation process, Proposers scoring the highest technical scores maybe requested to present their proposal to the University's evaluation committee. The University reserves the right to select the number of highest ranking Proposers to present. All Proposers may not be invited to this presentation process. Any information gained during the presentation may be used in the evaluation of the proposal. Failure to honor this request may be grounds for rejection of the proposal, with no further consideration given to the proposal. The University is under no obligation or requirement to request proposer presentations.

Schedule 1 - Terms and Conditions Guidelines

1. Generally: The information below is meant to make the procurement process more efficient for both the University and Proposers. Proposers who will require the University to sign a contract that Proposer provides must comply with this Schedule.
 - a. Right to Reject: The University reserves the right to reject any bid, regardless of dollar amount, if the bidder fails to comply with these guidelines.
 - b. Not Comprehensive: This Schedule is not comprehensive, and there are other legal or business issues to which the University cannot agree because of state law or university policies. The University may negotiate all terms and conditions.
 - c. Copy: Proposer must provide an editable and unlocked Word version of Proposer's contract with the Proposal.

2. Revisions: Proposer must be willing to revise its terms and conditions to comply with Tennessee laws, regulations, and University policies. The University may reject a Proposal if the Proposer will not revise its terms and conditions as requested by the University.

3. Prohibited Clauses: The University will not agree to any of the following clauses:
 - a. Governing law other than the State of Tennessee;
 - b. Venue/Jurisdiction/Forum Selection in any location;
 - c. Acceleration clauses;
 - d. Clauses requiring the University to indemnify, defend, and/or hold harmless the successful Proposer;
 - e. Clauses requiring the University to accept responsibility to settle lawsuits or other claims against the Proposer;
 - f. Clauses requiring the University to pay the Proposer's attorney's fees, court costs, costs of collection, or costs of audit;
 - g. Clauses requiring the University to submit to alternative dispute resolution, including arbitration or mediation;
 - h. Clauses creating third party beneficiaries or granting third parties rights under the contract;
 - i. Clauses limiting the time during which the University could file suit against the vendor;
 - j. Clauses requiring the University to purchase insurance other than shipping/transit insurance;
 - k. Clauses requiring the University to pay late fees. Note: clauses requiring the University to pay the interest allowed under the Tennessee Prompt Pay Act, currently 1.5%, on late payment are acceptable;
 - l. Clauses requiring the University to accept responsibility for the acts or omissions of anyone other than University employees.
 - m. Clauses incorporating click-wrap, shrink-wrap, or browse-wrap terms and conditions;
 - n. Clauses allowing the Proposer to seek an injunction or other equitable relief against the University; and

- o. Clauses requiring a University official to provide a personal guarantee.

Note: Adding a phrase such as “To the extent allowed by law” or “Unless prohibited by law” before any of the above-referenced clauses will not make the clause acceptable to the University.

4. Authorized Signatures:

- a. Purchase orders: The University’s Purchasing staff members have authority to sign purchase orders on behalf of the University.
- b. All other documents: For all other legally binding documents only the specifically named individuals on the following link have authority to bind the University: <http://treasurer.tennessee.edu/contracts/contractsignature.html>. Documents signed by other University employees are void.

Schedule 2 – Pricing Proposal Form

TOTAL PROPOSED PREMIUMS
STUDENT HEALTH INSURANCE
UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER

CURRENT BASE POLICY LIMITS

PROPOSED PREMIUMS BASED ON
MINIMAL ACCEPTABLE CONDITIONS

ADDITIONAL PREMIUMS FOR
VARIATIONS

ANNUAL PREMIUMS

Student Only	_____	_____
Student & Spouse	_____	_____
Student, Spouse & All Children	_____	_____
Student & All Children	_____	_____

ALTERNATE 1 POLICY LIMITS

PROPOSED PREMIUMS BASED ON
MINIMAL ACCEPTABLE CONDITIONS

ADDITIONAL PREMIUMS FOR
VARIATIONS

ANNUAL PREMIUMS

Student Only	_____	_____
Student & Spouse	_____	_____
Student, Spouse & All Children	_____	_____
Student & All Children	_____	_____

ATTACH A SEPARATE SHEET IF NEEDED.

Schedule 3 – Labels

SEALED PROPOSAL LABELS

Proposers should cut out and affix these labels to the lower left corner of the envelopes or boxes that contain their Technical Proposal and their separately sealed Premium Proposal. The original and all copies of the Technical Proposal should be contained in the same sealed box if possible. The original and copy of the Premium Proposals should be contained in one sealed envelope. The outer edge of each label should be outlined with a red marker or pen in order to make the label easily identified. See Section 8, “Proposal Submission”, in the General Information section for additional instructions. Inclusion of Premium Proposal dollar amounts, costs, or discounts in the Technical Proposal shall make the entire Proposal non-responsive.

<p>The University of Tennessee Health Science Center</p> <p>SEALED TECHNICAL PROPOSAL Collective 10054430</p> <p>DUE: April 23, 2017 2:30 P.M. CENTRAL TIME</p> <p>Student Health Insurance</p>
<p>The University of Tennessee Health Science Center</p> <p>SEALED PRICING PROPOSAL Collective 10054430</p> <p>DUE: April 28, 2017 2:30 P.M. CENTRAL TIME</p> <p>Student Health Insurance</p>

Schedule 4 – Technical Form

**TECHNICAL
FORM OF PROPOSAL
RFP 10054430**

— In response to Request for Proposal (RFP), the undersigned presents this Technical Proposal to provide a proposal to the University of Tennessee Health Science Center in accordance with the RFP documents contained herein. The proposer agrees to be bound by all terms and conditions of the RFP and to enter into a contract for the proposed services if selected as the successful bidder during the bidding phase. Inclusion of Price Proposal dollar amounts in the Technical Proposal shall make the entire Proposal non-responsive.

Firm Name

Signature

Street Address

Typed Name

City/State/Zip Code

Title

Phone No.

Date

Fax No.

Federal ID Number

Email Address

NOTE: ONE ORIGINAL AND ONE ELECTRONIC (USB/CD) COPY OF THE COMPLETE TECHNICAL PROPOSAL, UNDER SEAL, SHOULD BE SUBMITTED.

Schedule 5 – Pricing Form

**PRICING
FORM OF PROPOSAL
RFP 10054430**

In response to Request for Proposal (RFP), the undersigned presents this Technical Proposal to provide a consulting service to the University of Tennessee Health Science Center in accordance with the RFP documents contained herein. The proposer agrees to be bound by all terms and conditions of the RFP and to enter into a contract for the proposed services if selected as the successful bidding during the bidding phase.

Firm Name

Signature

Street Address

Typed Name

City/State/Zip Code

Title

Phone No.

Date

Fax No.

Federal ID Number

Email Address

NOTE: ONE ORIGINAL AND ONE ELECTRONIC (USB/CD) COPY OF THE COMPLETE COST PROPOSAL, UNDER SEAL, SHOULD BE SUBMITTED.

Schedule 6 – General Bid Conditions

THE UNIVERSITY OF TENNESSEE GENERAL BID CONDITIONS

COMMITMENT TO DIVERSITY: The University of Tennessee, consistent with state and federal law, seeks to optimize business opportunities for small and minority-owned businesses. The university will seek to do business with firms and organizations that demonstrate and embrace diversity within their programs and policies. Through these efforts The University of Tennessee will actively pursue its goal of building a more reflective marketplace for the community within the State of Tennessee.

1. **PREPARATION OF BIDS:**
 - a. Failure to examine any drawings, specifications, and instructions will be at the bidder's risk.
 - b. Price each item separately. Unit prices shall be shown. Discounts other than "TIME" discount offered should be deducted from the unit price. Bid prices should be Net.
2. **DISCREPANCIES:** Should any bidder find discrepancies in or, omissions from, the specifications, or be in doubt as to their meaning, the bidder shall notify the Purchasing Department at once and obtain a clarification prior to submitting a bid. Interpretations which change the terms, conditions or specifications will be made in the form of an addendum to this Request for Quotations (RFQ). If issued, the addendum will be sent promptly to all parties to whom the request for quotations has been issued.
3. **ACCEPTANCE AND REJECTION:** The university reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If a rebid is required, the university will have no obligation to provide notification to bidders other than through issuance of the rebid itself. *(return to top)*
4. **TIME OF ACCEPTANCE:** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the university shall have sixty (60) days beyond the bid opening date to accept. *(return to top)*
5. **ERRORS IN BIDS:** In case of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids.

Negligence on the part of the bidder in preparing the bid confers no right for either the withdrawal or change of the bid after it has been opened. *(return to top)*

6. **AUTHORITY TO BIND:** If requested by the Purchasing Department, that person must furnish satisfactory proof of authority to bind the company in a contract. A representative or distributor bidding in the name of a principal should give the name of the firm to which an order should be issued in the event of an award.
7. **QUALIFYING STATEMENTS AND LATE BIDS:** No qualifying letters or statements will be considered. Late bids will be rejected. *(return to top)*
8. **DISCOUNTS:** Please quote any applicable educational discounts afforded to a state university. Discount for prompt payment periods of less than thirty (30) days will not be considered in the award process. Discounts offered for prompt payment will be taken if earned. Time will be computed either from the date of delivery at destination or from the date a correct invoice is received, whichever is later. Discounts shall apply to the total amount unless freight charges are itemized separately. *(return to top)*
9. **SUBMITTING BIDS:** It is the bidder's responsibility to assure that its bid is submitted in the University's electronic software purchasing system before the applicable deadline. Assistance for submitting bids can be obtained through Customer Support at 1-877-969-7246 or at support@mercurycommercesolutions.com during normal business hours. It is the bidder's responsibility to learn how to use the system. Bids not received by the deadline, for any reason, will be rejected. Bidders are to submit all applicable and required documents with their bid. Any additional or supplemental documents which are proposed by the bidder, including but not limited to a proposed contract or terms and conditions requiring a signature from a university official, must accompany your bid in order to be considered. A bidder will not be allowed to submit additional or supplemental documents after the close of the bid process because such documents would be a prohibited bid modification. Notwithstanding anything herein to the contrary, the university has the sole discretion to accept or reject any additional or supplemental documents submitted by a bidder. *(return to top)*
10. **DELIVERY:** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bidders' response. *(return to top)*
11. **EXPEDITED DELIVERY:** It is the vendor's responsibility to expedite delivery and to pay for any additional charges of special handling to prevent shipments from being late. *(return to top)*
12. **BACK ORDERS:** If it is necessary to back order any items, the vendor should notify the consignee and advise the expected shipping or delivery date. If this date is not acceptable, the university may seek remedies for default. *(return to top)*
13. **SPECIFICATIONS/BRAND NAMES:** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. Any

reference to brand names and numbers in the bid is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. Unless the bidder specified otherwise, it is understood that the bidder is offering a referenced brand item as specified in the bid. The university reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the university may require a bidder offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful bidder is not considered to be an equal by the requisitioner, it will be returned to the vendor, at the vendor's expense. *(return to top)*

14. **SAMPLES:** Samples of items, when requested, must be furnished free of charge and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening of bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. The university reserves the right to keep the sample of the low bidder. DO NOT submit samples unless you are specifically requested to do so. *(return to top)*
15. **DEMONSTRATION(S) OF PRODUCTS:** The university reserves the right to require either an "in-house/on-site" demonstration of the product offered or an equivalent demonstration at a site mutually acceptable to the contracting parties to assure product performance and equivalence to university specifications. *(return to top)*
16. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided in the bid. Further, as may be applicable, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision. *(return to top)*
17. **REFERENCES:** To assist in determining the acceptability and operational quality of an alternate product, the university reserves the right to request a list of current users from the vendor offering the alternate product. If requested, the references provided must be on the exact model offered in the bid and must be provided promptly. Failure to provide the necessary references upon request, or unsatisfactory references, may be considered sufficient grounds for rejecting the alternate product. *(return to top)*
18. **FOB POINT:** All prices quoted are to be FOB delivered to The University of Tennessee location stated in the bid (unless another FOB point is stated by the university). The successful bidder must assume all responsibility for damage in transit. Freight charges, if not included in the

quoted price, must be itemized on the quotation and prepaid and added to the invoice. *(return to top)*

19. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be directed to the Purchasing Department in writing no later than five (5) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. *(return to top)*
20. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Tennessee, or any of its agencies (which includes The University of Tennessee). Further, all bidders must disclose the name of any state or university employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches. Bidding by state or university employees is prohibited. *(return to top)*
21. **TAXES:** The University of Tennessee is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. Contractors are responsible for the payment of taxes on tangible personal property which they use in the completion of their contracts, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done. Applicable taxes are to be itemized on invoices submitted for payment. BIDDERS ARE RESPONSIBLE FOR DETERMINING THE APPLICABILITY OF TAXES. *(return to top)*
22. **SAFETY AND ENVIRONMENTAL STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies and services provided shall comply with applicable safety and environmental standards. Requisite standards include those promulgated by the Tennessee Division of Radiological Health, the Occupational Safety and Health Act, the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC) and any other regulation or related consensus standards which may apply. All hazardous substances and materials, including waste, under the control of the bidder shall be managed in accordance with the applicable EPA and TDEC regulations. Failure to abide by regulatory requirements may result in the termination of the award by the University. Any fines imposed against the University as the result of the bidder's failure to abide by regulations shall be the bidder's responsibility. *(return to top)*
23. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all biomedical or medical related products shall carry U.L. approval and reexamination listing where such has been established. *(return to top)*
24. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the university shall be final and binding on both parties. *(return to top)*

25. **COMPETITION:** The University of Tennessee is exempt from the provisions of the Robinson-Pitman Act when it makes purchases for its own use. *(return to top)*
26. **COMPARISON OF BIDS:** In comparing the bids and making awards, the university may consider such factors as relative quality and adaptability of equipment, supplies or services, the bidders' financial responsibility, skill, experience, record of integrity, ability to furnish repairs and maintenance service, the time of delivery or performance offered, and any other element or factor in addition to that of the bid price which would affect the final cost to the university and whether the bidder has complied with specifications. *(return to top)*
27. **SEPARATE AWARDS:** Where a bid provides for award by item or groups of items, separate awards will not be made unless the Purchasing Department determines, in its discretion, that there are sufficient savings to justify separate and split awards. *(return to top)*
28. **AWARDS:** Contracts and/or purchases will be made or entered into with a qualified and responsible bidder whose articles and/or services conform (considering quality and purpose or use) to the specifications, who can guarantee the delivery date specified in the invitation to bidders, who demonstrates apparent ability to perform the proposed contract, and whose bid constitutes the lowest net cost to the university. Unless the bidder specifies otherwise in their bid, the university may accept any item or group of items of any kind. The university reserves the right to modify or cancel in whole or in part in its bid. *(return to top)*
29. **AWARD INFORMATION:** At the assigned date, sealed bids are publicly opened and recorded. The file becomes public record after the bid has been thoroughly evaluated and the award determined. The file may be reviewed at the Purchasing Department. A copy of the bid tabulation and result of any University of Tennessee bid will be furnished upon request and upon payment of costs for file retrieval, copying and postage. *(return to top)*
30. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty services and replacements that will be provided. Bidders shall explain in their response to what extent warranty and service facilities are provided. Any attempt to change, add, modify, or delete any warranty provision after the bid has been accepted, including by use of package labeling or inserts, will not be binding on the university unless it has so agreed in writing. *(return to top)*
31. **OPENING TIME:** In the event a bid is not received by the University in the manner specified and by the time specified and the University has not otherwise extended the time for responding in writing, the contractor/vendor may be held in default. *(return to top)*
32. **MISDIRECTED SHIPMENTS:** Any costs incurred as a result of shipments being routed to a point other than the one specified on the purchase order shall be at shipper's expense. *(return to top)*

33. **LOSS OR DAMAGE IN TRANSIT:** When shipping FOB-University, delivery by a vendor to a common carrier does not constitute delivery to the University of Tennessee. Any claim for loss of damage incurred during delivery shall be between the vendor and the carrier. Title to the materials and supplies purchased hereunder shall pass directly from the vendor to the university at the FOB point shown, subject to the right of the university to reject upon inspection. The receiving department shall note all damages on the freight bill. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the university will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Department to deduct the amount of damage or loss from his invoice, in lieu of replacement. *(return to top)*
34. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model), unless specified otherwise, at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. *(return to top)*
35. **PACKING LIST:** A detailed packing list showing the purchase order number must accompany all shipments. *(return to top)*
36. **INSPECTION:** All supplies purchased hereunder are subject to inspection and rejection upon receipt by the university, and rejected supplies may be returned at the vendor's expense. Transportation charges paid by the university in returning rejected supplies shall be reimbursed by the vendor. The university's count shall be final and conclusive on all shipments not accompanied by a packing slip. In addition to its right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, the university may notify the vendor of such damages or deficiencies, and if not repaired or corrected by the vendor within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by the university and vendor, the university shall have the right to correct any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the cost of such correction shall be deducted from monies due the vendor under this order. *(return to top)*
37. **VARIATION IN QUANTITIES:** Unless otherwise specified, any variation in the quantities herein called for, not exceeding 5 percent, will be accepted as compliance with the order when caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and payments shall be adjusted accordingly. *(return to top)*
38. **IDENTIFICATION OF ORDER:** The purchase order number must appear on all invoices, correspondence, containers, shipping papers, and packing lists. *(return to top)*

39. **CORRESPONDENCE:** All correspondence pertaining to any subsequent order must be addressed as follows: The University of Tennessee Purchasing Department location indicated in the bid. *(return to top)*
40. **INVOICING AND PAYMENT:** Unless stated otherwise, the University initiates payment for materials or services upon receipt of all goods and services and receipt of an original, itemized invoice that reflects accurate contract prices. An appropriate invoice references the Purchase Order number and includes an itemized listing of the goods and/or services provided, category subtotal(s) and total cost. Invoices failing to meet this requirement may cause delay in payment or rejection of the invoice. *(return to top)*
41. **BILLING INSTRUCTIONS:**
- a. Invoice within five (5) days after shipment of material. (Additional copies of the invoice may be requested on occasion. If more copies are requested, this will be specifically stated on the face of the order.)
 - b. MAIL YOUR INVOICE(S) TO THE "BILL TO" ADDRESS SHOWN ON THE ORDER. (Occasionally a different mailing address may be requested. If a different mailing address for the invoice(s) is requested, this will be stated on the face of the order.)
 - c. Delivery tickets and invoices must show the Purchase Order number and must show car number when carload shipment is made.
 - d. Render separate invoices, unless otherwise requested, for EACH and EVERY shipment and render invoices for returnable containers, stating terms and conditions for return thereof. *(return to top)*
43. **ASSIGNMENT:** Any Purchase Order issued pursuant to this RFQ and the monies which may become due hereunder are not assignable except with the prior written approval of the authorized representative of the university. *(return to top)*
44. **CHANGES:** The university may at any time by written instructions make changes, within the general scope of any subsequent order, in any one or more of the following: 1) Quantity or specifications; 2) Method of shipment or packing; and 3) Place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of the order, an equitable adjustment shall be made in the order price or delivery schedule, or both, and the order, shall be modified in writing accordingly. Any claim by the vendor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the vendor of the notification of the change; provided, however, that the university, if it decides that the facts justify such action, may receive and act upon any claim asserted at any time prior to final payment under the order.

Except as otherwise provided, no attempt by either party to waive, change, delete, add or

otherwise alter any term or condition of the order shall be effective unless and until it is agreed to in writing by both parties. *(return to top)*

45. **CONTROLLING DOCUMENTS:** Compliance with the university's purchase order will be subject to all terms and conditions which comprise the university's General and Special Bid Conditions, if any, unless an exception is taken by the bidder to which the university has concurred in writing. *(return to top)*
46. **DEFAULT OF CONTRACTOR:** In case of default of the contractor, the university reserves the right to procure the articles or services from other sources and hold the contractor responsible for any excess costs incurred in remedying such default, including a reasonable attorney's fee. *(return to top)*
47. **CANCELLATION OF ORDER:** The university reserves the right to cancel the order or any part hereof without penalty, if the vendor fails to comply with the terms and conditions of this transaction, or fails to make shipment within the time agreed upon, except for causes beyond the vendor's control. *(return to top)*
48. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Department at once, indicating in their letter the specific regulation which required an alteration. The university reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the order at no expense to the university. *(return to top)*
49. **LEGAL REQUIREMENTS:** The successful bidder shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility for their bid. *(return to top)*
50. **LIABILITY:** The supplier shall hold and save the university, its officers, agents, and employees harmless from any claims, damages and actions of any nature arising from the use of any materials, goods or services furnished by the supplier, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the supplier in descriptive literature or specification submitted with the supplier's bid. The University's liability shall be governed under the terms and limits of the Tennessee Claims Commission Act. *(return to top)*
51. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the university and its employees for liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the

university. If the bidder uses any design, device, or materials, covered by letters patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. *(return to top)*

52. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising. *(return to top)*
53. **INDICIA LICENSING:** All products bearing University of Tennessee indicia must be fully licensed by the University of Tennessee Office of Trademark Licensing. *(return to top)*
54. **VENDOR:** The University will not enter into any contract which contains a clause requiring the university to indemnify or hold harmless any party. Any liability of the university will be limited to the terms and limits of the Tennessee Claims Commission Act. *(return to top)*
55. **LIMITATION OF REMEDIES:** The university will not enter into any contract which contains a clause limiting its remedies against any party. Any exception will be only to the extent permitted by Tennessee law. *(return to top)*
56. **APPLICABILITY OF PROVISIONS:** Notwithstanding anything in these conditions or other applicable conditions to the contrary, any provision(s) will not apply to the extent it is (they are) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or constitution of the State of Tennessee. Such determination shall not affect the validity of the remainder of the contract. *(return to top)*
57. **EQUAL EMPLOYMENT OPPORTUNITY:** When awarded, this quotation is subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. *(return to top)*
58. **AFFIRMATIVE ACTION CLAUSE CONCERNING EMPLOYMENT FOR THE DISABLED:** By accepting this order (if it exceeds \$2500) the contractor agrees that he/she will not discriminate against any employee or applicant for employment because of disabilities with regard to any position for which the employee or applicant is qualified. The contractor agrees that he/she will take affirmative action to employ and advance in employment qualified individuals with disabilities. Rehab. Act. 29 U.S.C. Section 793 and the American with Disabilities Act (ADA), 42 U.S.C. Sections 1201 et seq. *(return to top)*

59. **UNIVERSITY OF TENNESSEE/AFFIRMATIVE ACTION STATEMENT:** **The University of Tennessee is an EEO/AA/Title VI/ Title IX/Section 504/ADA employer.** The university does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in the provision of educational programs and services or employment opportunities and benefits, pursuant to applicable federal and state laws.

UT conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. All applicable affirmative action clauses and supporting regulations are incorporated herein. *(return to top)*

60. **THE FOLLOWING SECTIONS OF THE TENNESSEE CODE ANNOTATED APPLY TO THIS INVITATION:**

Section 12-3-106: Acceptance of gifts from contractors prohibited. No officer or employee of the Department of General Services nor any member of the Board of Standards, nor any head of any state department, institution or agency charged with responsibility for initiating requisitions, shall accept or receive, directly or indirectly, from any person or firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Tennessee may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

Section 12-4-101: Personal interest of officers prohibited. It shall not be lawful for any officer, committeeman, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend, any work or any contract in which any municipal corporation, county, or the state, shall or may be interested, to be directly interested in any such contract.

It shall not be lawful for any officer, committeeman, director, or other person whose duty is to vote for, let out, overlook, or in any manner superintend any work or any contract in which any municipal corporation, county, state, development districts, utility districts, human resource agencies, and other political subdivisions created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges his interest.

Section 12-4-103: Bidding by state employees prohibited. It is hereby declared unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise, equipment or material, or similar commodity to the State of Tennessee during the tenure of his office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state. *(return to top)*

61. **RECORDKEEPING:** The contractor shall maintain documentation for all charges against the university under the contract. The books, records and documents of the contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the university or the Comptroller of the Treasury for the State of Tennessee, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles. *(return to top)*
62. **GOVERNING LAW:** The contract with the university will be governed by and construed in accordance with the laws of the State of Tennessee. *(return to top)*
63. **PROTEST PROCEDURE:** Any bidder wishing to protest a Purchasing decision must initially do so in writing to the Purchasing Department within seven(7) calendar days after the basis for the protest becomes, or should have become, known. In the case of a pending award, a stay of the award may also be requested. Copies of the university's policies and procedures regarding the resolution of vendor protests may be obtained by contacting the Purchasing Department or by visiting http://policy.tennessee.edu/fiscal_policy/FI0410/#8*(return to top)*
64. **NOTIFICATION OF AWARD:** It is the bidder's responsibility to make inquiry to the purchasing department to determine award status of the RFQ. If specific delivery dates are requested in the RFQ, the award will routinely be made to accommodate this date. No other notification may be provided. *(return to top)*
65. **PARKING PERMITS:** Vendors must conform to all parking regulations while on the University of Tennessee campus. Parking permits are available by contacting the Parking Services office on the appropriate campus. *(return to top)*
66. **GRAY MARKET PRODUCTS:** The university does not accept bids on gray market products. Bids submitted on equipment or supplies from bidders not authorized by the manufacturer to either sell, service, or warrant such equipment in the continental United States is not acceptable. Evidence to substantiate the dealer's relationship with the manufacturer may be required. *(return to top)*
67. **SUBCONTRACTS:** The successful bidder may not assign any of this award or enter into a subcontract for any of the services/products described in the award without the prior written approval of the University. *(return to top)*
68. **TRAVEL:** Unless otherwise indicated, if this award provides reimbursement for travel, meals or lodging such reimbursement must be made in accordance with University travel policy. *(return to top)*
69. **PRICE DECREASE:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor tendering price reductions to other customers shall be passed on to the university. *(return to top)*

70. **CANCELLATION:** Notwithstanding any other cancellation provision, this contract may be cancelled in whole or in part by the university by giving thirty (30) days' prior notice in writing to the other party. If the successful bidder fails to perform properly its obligations under this award or violates any term of this award, the university shall have the right to terminate this agreement immediately and withhold payments in excess of fair compensation for completed services. The bidder shall not be relieved of liability to the University for Damages sustained by breach of this award by the bidder. *(return to top)*
71. **EXTENSION:** The university reserves the right to extend the period of this contract, or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing. *(return to top)*
72. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal quantity requirements arise, the university reserves the right to call for separate bids thereon. *(return to top)*
73. **SUMMARY OF TOTAL SALES:** The vendor agrees to furnish the university a summary of sales made under the contract as stipulated in the special bid conditions. If this requirement cannot be met, written justification must be submitted with this bid. *(return to top)*
74. **CONTRACT PRICING:** In situations where the university has negotiated a valid contract or is a member of an organization which has a valid contract for its members to purchase items at a favorable rate, such contracts may be considered bids if in the university's best interest. *(return to top)*
75. **CANCELLATION OF CONTRACT:** The university is required by state law to purchase its requirements from state contractors if their prices are less than those prices obtained by the University of Tennessee. If during the term of this contract, a state contract is received which has lower prices, the university reserves the right to cancel all or part of this contract. *(return to top)*
76. **VENDOR ADHERENCE TO CONTRACT:** No purchases should be accepted or charged against the contract for items or pricing not covered in the contract. Failure to adhere to this requirement may be deemed grounds for cancellation of the contract. *(return to top)*
77. **NON-EXCLUSIVITY OF CONTRACT** The university will promote the use of any established contract; however, the university does not guarantee that all purchases for the products and/or services available under any contract will be made exclusively from the contract vendor. *(return to top)*
78. **INTELLECTUAL PROPERTY:** The University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyrights or patents in the same, which arise out of, are prepared by, or are developed in the course of this award. The bidder and the University acknowledge and agree that the bidder's work under this award shall

belong to the University as "work-made-for-hire." The bidder hereby assigns and transfers to the University all of their right, title and interest in an to any creations, inventions and other intellectual property, and materials, including copyright or patents in the same, which arise out, are prepared by, or are developed in the course of the bidders performance under this award. *(return to top)*

79. **ILLEGAL IMMIGRANT:** The bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this award and shall not knowingly utilize the services of a subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this award. *(return to top)*
80. **CLICK-THROUGH AGREEMENTS:** In the event the bidder enters into terms of use, end users agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap and whether verbal or written, with University employees or their end users, such agreements shall be null, void, and without effect and the terms of this award shall apply. *(return to top)*
81. **DEPARTMENT OF REVENUE:** In compliance with the requirements of T.C.A. 12-4-120, the bidder hereby attests that they have registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. *(return to top)*
82. **INSURANCE:** The bidder, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to any agreements with the University. The University shall have no liability except as specifically provided in a subsequent purchase order or contract. *(return to top)*
83. **EXTENSION OF TERMS TO OTHER INSTITUTIONS.** The successful proposer will provide the requested services for the University of Tennessee entity described in the bid. Additionally, if the successful proposer is agreeable, these services/products may also be provided to the other University of Tennessee departments and/or campuses. Similarly, The State of Tennessee and entities from The Tennessee Board of Regents may also purchase goods and/or services from this agreement, if the winning proposal is agreeable. It should be noted that these institutions, departments and campuses are not required to use this agreement. If any these institutions elect to participate under the terms and conditions of this resulting agreement, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful proposer that are reflective of the additional volume added as a result of participation by these institutions. Note: The offer to extend contract terms and conditions to these other institutions is at the discretion of the winning proposal and they should not be extended if it would affect your ability to offer the most favorable prices and terms to The University of Tennessee. *(return to top)*

84. **HIPAA Compliance.** Both parties certify that that they are familiar with requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement. Both parties certify that they will cooperate with either party in the course of performance of the Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with both party’s privacy officials and other compliance officers required by HIPAA and its regulations. Both parties will sign any documents that are necessary to keep both parties in compliance with HIPAA, including but not limited to business associate agreements. *(return to top)*
85. **FERPA.** University of Tennessee is subject to the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to and privacy of certain student records. The Contractor is responsible for complying with these requirements to the same extent as University. The Contractor will indemnify and hold the University, its trustees, officers, and employees harmless for any violation of FERPA by the Contractor. *(return to top)*
86. **Affordable Care Act.** The bidder agrees to provide insurance to any of its employees performing service for the university as required by the Affordable Care Act.