



University of Colorado Denver

UNIVERSITY OF COLORADO –DENVER

**Request for Quotes
#CUD-SASHIP2019**

Study Abroad Health Insurance and Administration

For

**University of Colorado- Denver
CU Health Plan Administration**

October 25, 2019

University of Colorado-Denver
Request for Quotes
#CUSA-SHIP2019

I. Overview

You are invited to review and respond to this Request for Quotes (RQ) for Study Abroad Student Health Insurance and Administration for the University of Colorado-Denver (the University) by CU Health Plan Administration. To submit a quote, you must comply with the instructions contained in this document.

II. Administrative Information

A. Sole contact for this Request for Documented Quotes is:

Student Health Insurance Coordinator
CU Health Plan
Phone: 303/860-5627
Email: studentinsurance@cu.edu

B. Due date for this Request for Documented Quotes is November 22, 2019 at 4PM, MST. Deliver one original and four hard copies of your response (see Section V. below) to:

CU Health Plan
Attn: John Gargaro
1999 Broadway
Denver, CO 80202

Additionally, send an electronic copy of your proposal to studentinsurance@cu.edu by November 22, 2019 at 4PM, MST.

Late quotes may not be considered.

C. Questions regarding this solicitation will be accepted in writing only and only up until 3PM on Wednesday, November 6, 2019. Questions can be submitted via email to studentinsurance@cu.edu. Responses will be posted at www.becolorado.org/trust/documents on Friday, November 8, 2019.

D. Any Amendments or Modifications done to this solicitation will be posted to the CU Health Plan website at www.becolorado.org/trust/documents. It is the responsibility of any firm interested in this engagement to look for and download from the CU Health Plan website all Amendments or Modifications. Firms who do not return a signed copy of all Amendments or Modifications to this solicitation by the deadline for responses will not be allowed to make any revisions to their quote as a result of any such Amendment or Modification.

E. Award determination will be based on the quote deemed to be the most advantageous to the University at the Administration's sole discretion utilizing the following criteria:

- Overall responses.
- Fees for and related expenses.
- Experience and capability of the firm.
- Experience and capability of the individuals assigned to this engagement.

- F. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. CU Health Plan Administration may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the University.
- G. A proposal submitted in response to this RQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RQ.
- H. Any actual or prospective offeror who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the University of Colorado, Associate Vice President/Chief Plan Administrator. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto.

With regard to the language above, it is important for offerors to note that a protest to the solicitation's requirements or specifications should be made within seven (7) working days of when the item being protested is known or after Intent to Award date whichever is soonest.

Announcement of the Award will be made via email. The requirement for timely submission of any protest (7 working days) will begin on the first working day following notification of the Award.

- I. The University neither requests nor encourages the submission of confidential/proprietary information in response to this RQ. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to CU Health Plan Administration provided that the submission is in strict accordance with the following procedures. This remains the sole responsibility of the offeror. CU Health Plan Administration will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed in accordance with Section II (A).

Procedure:

1. A written request for confidentiality shall be submitted, by the offeror, with the proposal response package.
2. The written request will be enclosed in an envelope marked "Request for Confidentiality."
3. The written request must be accompanied by the information that is requested to be held confidential. Specific reasoning as to why each element is to remain confidential, other than recitation of a specific state or federal statute, is required.
4. Confidential/proprietary information must be separated out from the rest of your response. Co-mingling of confidential/proprietary information and other information is not acceptable.

5. CU Health Plan Administration will make a written determination as to the apparent validity of any request for confidentiality. The written determination of CU Health Plan Administration will be sent to the offeror.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by CU Health Plan Administration and not given further consideration.

- J. The contents of the proposal (including persons specified to implement the project) of the offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.
- K. A condition of the offeror's response shall be that the contract resulting from the award to the offeror shall be in the form required by current Colorado statutes, and University of Colorado Procurement rules and Fiscal Procedures. The contract will include all such terms and conditions required by these statutes and rules. In the event that the offeror's forms (or parts of forms) are included as attachments or exhibits in the final contract, the offeror agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the RQ and of the successful offeror's response to the RQ (the "Response") shall be incorporated into the final contract, with the contract taking precedence over either the RQ or the Response, and the RQ taking precedence over the Response in the event the documents conflict.

Also, the contract will state that Colorado law shall govern the contract and that the offeror must agree to indemnify the University. A commercially reasonable version of the following language shall appear in the contract:

"The offeror shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the offeror, or its employees, agents, subofferors or assignees pursuant to the terms of this Contract".

The University is precluded from indemnifying any parties, including offerors.

Also, the contract shall include the "Special Provisions" which are required pursuant to the University of Colorado Fiscal Procedures. The "Special Provisions" are incorporated into this RQ as a prerequisite.

- L. The University reserves the right to cancel this RQ at any time, without penalty.
- M. All material submitted regarding this RQ becomes the property of the University, unless otherwise noted in the RQ.
- N. The University is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.
- O. The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
- P. Neither the University, nor the offeror, shall make news releases pertaining to this RQ prior to execution of the contract without prior written approval.
- Q. 1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

(a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and

(c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. The person submitting the RQ form of this proposal certifies that:

(a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

(b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

R. The University of Colorado, as a public institution of higher education of the State of Colorado, is exempt from all federal excise taxes under Chapters 32 and 33 of the Internal Revenue Code and from all Colorado State and local government sales and use taxes (see C.R.S. 39-26-114(a) and 203). https://www.cu.edu/psc/purchasing/certificates_exemption.htm

S. Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

T. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University.

U. Contracts resulting from this RQ must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE UNIVERSITY. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUIRED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

- V. A. By submission of a response, the offeror avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.
- B. By submission of a response, the offeror avers that to his/her knowledge, no University of Colorado employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

III. Client Background

Global education services for the University of Colorado Denver | Anschutz Medical Campus are handled by the Office of Global Education: Study Abroad. The office provides academically and professionally relevant international experiences to a diverse student population, and oversees all university-related student international travel. These experiences equip students with cross-cultural skills necessary to succeed in an interconnected global society. Some examples of these experiences include overseas studies, international internships, research done abroad, and medical rotations abroad. The office sends approximately 550 students abroad annually and seeks to increase that number each year.

Additional information about the Office of Global Education: Study Abroad can be found at <http://www.ucdenver.edu/academics/internationalprograms/oia/globaleducation/Pages/default.aspx>

The University of Colorado Denver | Anschutz Medical Campus International Health Insurance Policy can be found at <http://www.ucdenver.edu/academics/internationalprograms/oia/globaleducation/about/policies/Documents/Health%20Insurance%20Policy.pdf>. Any submission should be in compliance with the minimum coverage recommendations in the International Health Insurance Policy.

The University reserves the ability to expand the contract awarded to other CU campuses for use for their study abroad programs.

IV. Proposal Submissions

Proposal information is written in anticipation of maintaining the current level of benefits with the current number of plan options. However, if your company's review of the information presented with this RQ reveals that a different arrangement would be more advantageous to the University and the Study Abroad students, please submit other plan designs as options with your company's proposal.

For the qualitative review, bidders should, at minimum, complete the Study Abroad SHIP Questionnaire Excel file; however to the extent that other information is submitted that you feel details your company's capabilities, that information will be reviewed as well.

V. Minimum Mandatory Qualification

Following are the minimum mandatory qualifications companies must meet in order to be considered for award. Please **confirm that you meet, and provide a brief description of how you meet, each of the following minimum mandatory qualifications (see Section V. B. Submittal Requirements):**

1. Your company is licensed to provide the requested benefits. Specify the licensing entity(ies).
2. Your firm has no real or potential conflicts of interest that would prevent your firm from acting in the best interest of the University of Colorado.

3. Offerors must submit a copy of their claims paying ability rating from the A.M. Best Company (A- or better) and Standard & Poor's (A or better) for the one year period immediately preceding this proposal.
4. The Offerors must not discriminate against eligible students or their dependents by excluding benefits or imposing restrictions based on sex, race, national origin, age, disability, sexual orientation, religion, veteran status, or pregnancy.

VI. Submittal Requirements

Please provide one (1) original hard copy and four (4) hard copies of your response. Additionally, please email your response to studentinsurance@cu.edu. Your quote must contain the following information in the order and format provided below.

- A. *Cover Letter.* Provide key contact information, including phone number, and email address. State that you meet each of the minimum mandatory qualifications listed above. State any exceptions or deviations you may have with any term, condition, or requirement listed in this solicitation.
- B. *Minimum Mandatory Qualification.* Provide a brief description of how you meet each of the Minimum Mandatory Qualifications listed in Section IV.
- C. *Response to Criteria.* In addition to your responses to information requested above, please provide a narrative responding to, or describing the following:
 1. Name the Account Executive who will provide services to the University under this engagement. For this individual, provide the following information:
 - a) Description of applicable experience
 - b) Education
 - c) Length of employment with the firm
 - d) Length of employment in the insurance field
 - e) Professional credentials and affiliations
 2. Identify the staff who will provide back up to the Account Executive and provide the same information for all such back up personnel, where applicable, as requested in questions 1 & 2 above.
 3. If you expect to utilize other personnel to accomplish the scope of work referenced in this document, provide, where applicable, all relevant information as requested in questions 1 & 2 above.
 4. Describe all pending litigation involving your company or its officers and directors.
- D. *Attachments.* The following documents are included with this RQ.
 - a) Study Abroad SHIP Questionnaire—To be completed by Offeror
 - b) Current Plan Design Quote Worksheet-- To be completed by Offeror
 - c) Retention Illustration-- To be completed by Offeror
 - d) Enrollment Data (3years)
 - a. University of Colorado-Denver_SA_Enrollment Summary- 8_1_2016 to 7_31_2019.pdf
 - i. Note that the "UNIV OF CO DENVER-STUDY ABROAD" lines represent participants enrolled by the University and the "UNIV OF COLORADO DENVER-OGSE 2" lines represent the participants that self-enroll in the coverage.
 - e) Claims History (3 years)
 - a. University of Colorado-Denver_SA_Claims by Band Amount_PY-8_1_2016 to 7_31_2017.pdf

- b. University of Colorado-Denver_SA_Claims by Band Amount_PY-8_1_2017 to 7_31_2018.pdf
 - c. University of Colorado-Denver_SA_Claims by Band Amount_PY-8_1_2018 to 7_31_2019.pdf
 - f) Premium History
 - a. SA 3 Year Premium History
 - g) Certificate History
 - a. Denver SA 2017 Certificate
 - b. Denver SA 2018-19 Certificate
 - c. Denver SA 2019 Certificate
 - h) CU Standard IT Provisions—Must be agreed to by Offeror
 - i) CU Standard Provisions—Must be agreed to by Offeror
 - j) W-9—To be completed by Offeror
- E. *Signature Block*. Complete the “Signature Block” page located in Section VI.
- F. W-9. Complete and submit a W-9 found as an attachment to this RQ.

VII. Signature Block – *This page must be submitted with your quote.*

Original Signature by Authorized Officer/Agent

Vendor's Tax ID Number (FEIN)

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Quote Valid Until (at least for 30 days)

E-Mail Address

Website Address

SUBMIT THIS PAGE WITH YOUR QUOTE