

SECTION 6

**PRICING AND DELIVERY
SCHEDULE**

Proposal of: _____
(Proposer Company Name)

To: The University of Texas at Arlington

Ref.: Employee Assistance Program

RFP No.: UTA2019-008

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Employee Assistance Program services required pursuant to the above-referenced Request for Proposal upon the terms and conditions quoted below.

NOTE 1: Board Approval. This Agreement is subject to review and approval by The Board of Regents of The University of Texas System (the "Board"). The validity and effectiveness of this Agreement is contingent upon the approval of this Agreement by the Board through the consent agenda requirements and approval process under the Rules and Regulations of the Board. If the Board does not approve this Agreement, then this Agreement is null, void, and of no effect; provided, however, that University shall pay Contractor for any Work that is provided by Contractor to the University hereunder prior to the notice, if any, of the Board's non-approval. Notwithstanding any other provision of this Agreement, in the event that the Board does not approve this Agreement, the total amount that University pays to Contractor for any Services that are provided by Contractor to the University under this Agreement will not in any event exceed \$1,000,000.

NOTE 2: Required Notifications: Vendor must notify the Buyer prior to shipment of any non-EAR99 product or commodity controlled by the Export Administration Regulations (EAR), or any product or commodity controlled by the International Traffic in Arms Regulations (ITAR). Vendor will supply the product/commodity ECCN or USML identification number as applicable. For services, Vendor will notify the Buyer, prior to service being provided, if the Vendor's personnel performing the service will include any individuals that are not U.S. Persons. U.S. Persons are defined as any individual who is a citizen of the United States, a permanent resident alien of the United States, or a protected individual as defined by 8 U.S.C. 1324b(a)(3).

Invoicing Instructions

Send Invoices to: Human Resources
University of Texas at Arlington
1225 W Mitchell, Suite 101
Arlington, TX 76019
Attention: Eunice Currie

E-Mail: currie@uta.edu
Ref. RFP #: UTA2019-008

With a Copy to: Accounts Payable
University of Texas at Arlington
219 W. Main Street
Arlington, TX 76019
E-Mail: accounts_payable@uta.edu
Ref. RFP #: UTA2019-008

NOTE: Contractor is to provide one (1) combined monthly invoice. Invoices should be compiled and sent monthly, as separate line items on one (1) invoice with one (1) PAR (if applicable).

6.1 Term of Agreement

University anticipates that the term of the Agreement may be up to three (3) years with the initial term of the Agreement proposed to begin on September 1, 2020, and proposed to expire on August 31, 2023. University may elect to renew the Agreement for up to three (3) additional one (1) year.

6.2 Pricing for Services Offered

6.2.1 Required Pricing

\$_____per eligible participant per month.

6.2.2 Optional Pricing

Proposer may offer any other pricing models that may benefit the University, such as fixed pricing per month regardless of number of eligible employees.

\$_____per month

6.3 Delivery Schedule of Events and Time Periods

Contractor is to provide an implementation schedule with milestones that lead up to a fully functional implementation of September 1, 2020.

Contractor will be required to attend progress review meetings with UTA staff as scheduled.

6.4 Other considerations (cost offsets and other financial or non-financial considerations to be provided to the University)

The University is interested in, and will consider in our evaluation, creative ideas from Proposers regarding opportunities for sponsorships, donations or other revenue generating / cost reduction initiatives and/or no cost benefits. Please describe any initiatives you would be willing to negotiate

6.5 AIR TRAVEL, HOTEL RESERVATIONS AND RENTAL CAR

Ref. RFP #: UTA2019-008

University will not reimburse for travel expenses for this RFP.

6.6 University's Payment Terms

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

Indicate below the prompt payment discount that Proposer will provide the University:

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

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

6.7 Please indicate below incentive payment(s) to be made to University in the event additional institutions utilize this contract as allowed in Section 1.5 of this RFP.

UTA Implementation only: \$ _____

+ 1 additional institution within one (1) calendar year of UTA implementation \$ _____

+ 2 additional institutions within one (1) calendar year of UTA implementation \$ _____

+ 3 additional institutions within one (1) calendar year of UTA implementation \$ _____

+ 4 additional institutions within one (1) calendar year of UTA implementation \$ _____

5 + additional institutions within one (1) calendar year of UTA implementation \$ _____

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

Respectfully Submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____