# JIM NED CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

441 Graham Street, Tuscola, Texas 79562

**Procurement # 112101**

**Request for Proposal**

for

EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES

Submittal Deadline and Proposal Opening Deadline:

**November 21, 2019 12:00 p.m.**

***Proposals received after the date and time stated above will not be considered.***

Questions regarding this RFP must be submitted electronically no later than five (5) business days prior to the submittal deadline date. All questions and answers will be posted on the Procurement website and accessible with your login and password. Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# TABLE OF CONTENTS

**SECTION DESCRIPTION PAGE**

1. INTENT AND INSTRUCTIONS TO VENDORS 3

 Noticed of Intent

 Instructions to Vendors

 Definitions

1. SIGNATURE PAGES 8

 **#**1. Contract Acceptance and Signatures

 #2. Conflict of Interest Questionnaire

 #3. Antitrust Certification Statement (TGC 2155.005)

 #4. W-9 Request for Taxpayer Identification Number and

 Certification

 #5. Vendor Certification Forms (2 pages)

 #6. SB9 Contractor Certification: Contractor Employees

 #7. SB9 Contractor Certification: Subcontractor

1. SCOPE 18

4.0 SPECIFICATIONS/QUALIFICATIONS 18

5.0 CONTRACT TERMS AND CONDITIONS 24

6.0 PRICING 33

7.0 EVALUATION AND AWARD OF PROPOSALS 33

8.0 VENDOR QUESTIONNAIRE / COMPANY PROFILE 36

9.0 CHECKLIST FOR COMPLETED FORMS/TAB AND DOCUMENTS 40

# **1.0 - INTRODUCTION**

NOTICE OF INTENT

This Request for Proposal (RFP) is being let to select a qualified firm to provide a comprehensive package of Employee Benefits Brokerage, Enrollment and Administration Services. The successful Proposer will become agent of record for all employee benefit products, will obtain competitive market quotes, and will provide enrollment and administrative support services for a wide range of major medical, ancillary and voluntary employee benefits as further provided herein.

It is the intent of Jim Ned CISD to establish a contract with one vendor for Agent of Record for Medical and Supplemental Insurance Products. The awarded Vendor shall perform covered services under the terms of this agreement.

Jim Ned CISD is looking for a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Jim Ned CISD also requests any value add services that could be provided under this contract. The Proposer must be an active, registered business and have been in business for no less than five years from the release date of this RFP.

While this contract specifically covers Core Medical plans, Supplemental Insurance Products, Services, and Related, respondents are encouraged to submit any offering on any and all services available that they currently perform in their normal course of business. Service Agreements must be in place between Proposer/Vender and any suppliers/subcontractors providing services on behalf of Proposer under this RFP. Proposer shall be responsible for all actions of supplier/subcontractor and shall assure supplier/subcontractor holds all required licenses and carries the requisite insurance for the services it/they will perform.

If successful, as part of this RFP, the contractor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by state authorities having jurisdiction. The contractor is responsible for verifying compliance with proper authorities having jurisdiction prior to solicitations of stated services and products.

The Vender and any of its suppliers/subcontractors must provide all administrative services contemplated by the RFP within the United States and shall not offshore any **Jim Ned CISD** data.

**Value Add**

**Jim Ned CISD** is soliciting value added products and/or services related to Benefits Brokerage, Enrollment and Administration Services, each Vendor shall include with their proposal responses to this RFP, detailed specifications for each item and service listed above.

The initial base term of the prospective contract is a period of two calendar years, and Jim Ned CISD may elect to extend any contract awarded pursuant to this RFP for up to three additional one-year renewal terms.

**INSTRUCTIONS TO VENDOR**

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors **must** follow the format instructions detailed below in preparing and submitting their proposals.

**Required Format**

Vendors shall submit proposals in a three-ring binder using standard letter-sized paper (8-1/2 x 11 inches), clearly marked as indicated on the first page of this RFP and on the outside front cover and spine (where possible) in addition to marking the sealed envelope or other container.

**Six (6)** tabs should be used to separate the proposal into sections, as identified below. Proposals should be direct, concise, complete, and unambiguous.

Vendors failing to organize proposals in the manner requested may be considered non-responsive and may not be evaluated. The Vendor is responsible for ensuring that **Jim Ned CISD** has the appropriate company name, authorized representatives, and contact information on file for the purpose of preparing monthly reports, paying Administrative Fees, solicitation document notices, changes, and addenda or other critical information.

**Binder Tabs**

SEE PAGE 40

**Proposal Response Location**

Proposals shall be received no later than the submittal day and time deadline at:

Jim Ned CISD Administration Building

441 Graham Street

Tuscola, Texas 79562

Proposals submitted by U.S. mail or other public or private carrier must arrive by the submittal day and time deadline. Proposals will be time-stamped on the outside cover of the envelope or container and said time-stamp shall be confirmation of compliance to the deadline for the receipt of proposals. No provisions or exceptions are made for late delivery due to actions or consequences of the Vendor or third-party carriers. Any proposal received after the submittal deadline date and time will be disqualified.

Submission of Proposals

Jim Ned CISD will only accept sealed bids and proposals. Faxed or electronically transmitted proposals will not be accepted. Sealed proposals may be submitted on any, some, or all items, unless stated otherwise. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

Required - Three (3) 3-Ring Binder Bound (Signed original + 2 Copies of the Proposal)

 1 - Electronic copy of response on compact disc (CD) or USB flash drive

 1 - Electronic copy of price list

 1 - Hard copy of price list and/or catalog along with the RFQ, if required

**Required Shipping Box**

The container must be clearly identified as listed below, sealed, and delivered by the submittal deadline date and time to:

**Jim Ned CISD**

**Attn: Hunter Cooley**

**441 Graham Street**

**Tuscola, Texas 79562**

**The address label shall show the following:**

 RFP Number Vendor’s Name

 RFP Title Vendor’s Address

 Submittal Deadline Date Vendor’s City, State, and Zip

 Submittal Deadline Time

Proposals will be opened in public at Jim Ned CISD Administration Building, immediately following the deadline. Proposals will be read aloud, listing only the responding Vendors.

Introduction of Jim Ned CISD

Jim Ned CISD is a Texas school district in Taylor County with campuses in Buffalo Gap, Lawn and Tuscola. Jim Ned CISD employs 147 professional employees and 60 paraprofessionals.

**Applicable Laws, Codes and Regulations**

All procedures meet the following statutes as well as the applicable Federal Acquisitions Regulations (FAR) by reference:

*TEX. EDUC. CODE § 44.031(a)(4)* (“all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or more in the aggregate for each 12-month period shall be made by the method…that provides the best value for the district[, including] an interlocal contract”); TEX. EDUC. CODE § 51.9335(a)(4) (each institution of higher education, as that term is defined by Tex. Educ. Code § 61.003, including each public junior college to the extent possible, “may acquire goods or services by the method that provides the best value to the institution, including a group purchasing program.”); TEX. EDUC. CODE §73.115(a) (4) (University of Texas at El Paso “may acquire goods or services by the method that provides the best value to the institution, including… a group purchasing program.”); TEX. EDUC. CODE § 74.008(a) (4) (University of Texas Medical Branch at Galveston “may acquire goods or services by the method that provides the best value to the medical branch, including…a group purchasing program.”); TEX. LOCAL GOV’T. CODE Chapter 271 (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments); TEX. LOCAL GOV’T. CODE Chapter 262 (Purchasing and Contracting Authority of Counties); 24 C.F.R. 85.36(b) (5) Administrative Requirements for Grants and Cooperative Agreements to state, local, and federally recognized Indian tribal governments (“To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.”).

Specific applicable sections may be added as an addendum to a Purchase Order being issued under this contract as deemed necessary by **Jim Ned CISD**.

**Jim Ned CISD Procedures**

Contracts are awarded by **Jim Ned CISD** through open competition in compliance with applicable procurement rules and regulations.

DEFINITIONS

In this RFP and in the Contract, the following terms shall mean as follows;

Jim Ned CISD - a Texas independent school district established under the laws of the State of Texas; 441 Graham Street, Tuscola, Texas 79562.

Best Value - the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including public sector experience, group and/or supplemental insurance references, quality of the Vendor’s product(s)/service(s), and price, as detailed in the Evaluation and Award of Proposals Section.

Contract - the complete agreement including the RFP, the Contract Terms and Conditions Section, any Value Add and negotiated items.

Days - calendar days, unless specified as business days.

Purchase Order (PO) – Jim Ned CISD written approval for the Vendor to proceed. Special terms and conditions agreed to by the Vendor and Jim Ned CISD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.

Responsive Vendor - a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the solicitation document.

RFP - a request for proposals.

Scope of Work (SOW) - the specific products and services that have been agreed to be undertaken and accomplished by Vendor for Jim Ned CISD.

Solicitation - an invitation to bid (ITB), a request for technical offers (RTO), a request for proposals (RFP), a request for qualifications (RFQ) or any other invitation or request by which a Vendor is invited to participate in a procurement.

Specifications - a description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

*Term - shall mean the then-current Term of the Contract, whether an initial term or a renewal term.*

Vendor - a provider/seller of goods and/or services; the proposer responding to this RFP and Vendor(s) to whom a contract has been awarded by Jim Ned CISD; also Contractor.

Vendor, Responsible - is a Vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s)/service(s) listed herein.

Vendor’s Key Staff Members - are critical to the quality, implementation, and successful support and execution of the contract and will be evaluated by Jim Ned CISD. Vendor’s Key Staff Members typically Account Manager, Benefits Manager, Operations Manager.

# **2.0 – SIGNATURE PAGES**

The following is a list of eight (8) forms that MUST be signed when completing this submittal. Read each page, complete each section that applies, sign and date each form.

**THESE FORMS SHOULD BE READ, COMPLETED, AND SIGNED!**

 Attachment #1: Contract Acceptance and Signatures

 Attachment #2: Conflict of Interest Disclosure Statement (2 pages)

 Attachment #3: Antitrust Certification Statement

 Attachment #4: Request for Taxpayer Identification Number and Certification - W-9

 Attachment #5: Vendor Certification Forms (2 pages)

Attachment #6: SB 9 Contractor Certification: Contractor Employees

Attachment #7: SB 9 Contractor Certification: Subcontractor

Attachment #8: SECTION 9.0 CHECKLIST FOR COMPLETED FORMS AND SIGNED DOCUMENTS (last page of this document) is provided to assist the Vendor in making sure all the necessary forms and documents are completed and signed.

# **Attachment #1**

**Contract Acceptance and Signatures**

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the RFP, this Contract, and Vendor’s proposal. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the RFP.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ACCEPTED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ACCEPTED with Exceptions

**Indicate your exceptions directly in the contract and also attach a list with page numbers and explanations of each exception.**

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| City/State/Zip |  |
| Telephone No. |  |
| Fax No. |  |
| E-mail Address |  |
| Signature |  |
| Print Name  |  |
| Position with Company |  |
| Sales Representative |  |
| Email Address |  |
| Website URL |  |

**Accepted by Jim Ned CISD**

Term of Contract to

Unless otherwise stated, this Contract is for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by **Jim Ned CISD** and Vendor.

**Jim Ned CISD** Authorized Signature Date

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **Attachment #2**

Conflict of Interest Questionnaire

Any company that does business with **Jim Ned CISD** must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

1. The person has employment or other business relationship with a member of the **Jim Ned CISD** Board of Directors or Trustees or with a local government officer listed below or a family member resulting in the officer or family member receiving taxable income, and/or
2. Your company has given one of the **Jim Ned CISD** officers or family member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than $250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with **Jim Ned CISD**.

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign, and date it.**

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7)** **business days** after the company becomes aware that a conflict of interest exists.



**Attachment #3**

Antitrust Certification Statement

Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

* I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (“Company”) listed below;
* In connection with this bid/proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, TEX. BUSINESS & COMMERCE CODE, Chapter 15;
* In connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
* Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid/proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

* The proposal submitted by the Company is genuine and is not collusive or sham;
* The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other vendor, or to secure any advantage against ESC-Region 19 or any person interested in the proposed contract; and
* All statements in Vendor’s proposal are true.

|  |  |
| --- | --- |
|  **Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  **Official Authorizing Proposal:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |

# **Attachment #4**

****

# **Attachment #5**

**Vendor Certification Forms**

**CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE**

**As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract. I understand that under this document, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is NOT eligible to bid or receive a state contract.

**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,**

**AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

**This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants’ responsibilities.** The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

* The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
* Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS,

AND CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO

GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND

CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPLIANCE CERTIFICATION WITH BUY AMERICA PROVISIONS

I, the vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF NON-COLLUSION STATEMENT

The vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the RFQ, and in the Contract.**

Vendor Name:

Address, City, State, and Zip Code:

Phone Number: Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

# **Attachment #6**

**SB 9 Contractor Certification: Contractor Employees**

**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to **Jim Ned CISD** that they have complied and must obtain similar certifications from their subcontractors. *See Attachment 7*.The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.

**Definitions**

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. **Jim Ned CISD** issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

1. A conviction or other criminal history information designated by **Jim Ned CISD**;
2. A felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
3. A felony offense under Title 5, Texas Penal Code;
4. An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or

(c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”), I, the undersigned authorized signatory for Vendor, certify to **Jim Ned CISD** that [**check one**]:

[ ] None of Vendor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

***Or***

[ ] Some or all of Vendor’s employees are *covered employees*. If this box is checked, I further certify that:

1. Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify **Jim Ned CISD** in writing **within 3 business days.**
3. Upon request, Vendor will provide **Jim Ned CISD** with the name and any other requested information of covered employees so that **Jim Ned CISD** may obtain criminal history record information on the covered employees.

If **Jim Ned CISD** objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at **Jim Ned CISD** I also certify to **Jim Ned CISD** on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature Title Date

# **Attachment #7**

**SB 9 Contractor Certification: Subcontractor**

**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to **Jim Ned CISD** and to the vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety’s Crime Records Service at 512-424-2474.

**Definitions**

Covered employees: Employees of a vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. **Jim Ned CISD** issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

1. A conviction or other criminal history information designated by **Jim Ned CISD**;
2. A felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
3. A felony offense under Title 5, Texas Penal Code;
4. An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or

(c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”), to provide services in connection with the contract between **Jim Ned CISD** and Vendor. I, the authorized signatory for Subcontractor, certify to **Jim Ned CISD** and Contractor that [**check one**]:

[ ] None of Subcontractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

***Or***

[ ] Some or all of Subcontractor’s employees are *covered employees*. If this box is checked, I further certify that:

1. Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify ASC in writing **within 3 business days**.

(3) Upon request, Subcontractor will provide **Jim Ned CISD** with the name and any other requested information of covered employees so that **Jim Ned CISD** may obtain criminal history record information on the covered employees.

If **Jim Ned CISD** objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at **Jim Ned CISD**.

I also certify to **Jim Ned CISD** and vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature Title Date

# **3.0 - SCOPE**

**It is the intent of Jim Ned CISD to solicit one Vendor as Agent of Record for Employee Benefits Brokerage, Enrollment and Administration Services** meeting the selection criteria for Texas and certain other states with similar laws. GeneralLiability, Workers Compensation, Vehicle, and Crime, for **Jim Ned CISD** is not part of this solicitation.

Value Add

Jim Ned CISD is soliciting value added items related to Agent of Record for Employee Benefits Brokerage, Enrollment and Administration Services. An award will be made to the successful proposer for the total line of services submitted. Such award will be based on the criteria set forth within this document.

**Evaluation of proposals**: A committee will review and evaluate all proposals based on qualifications, with the pricing being submitted sealed. The highest rated proposal(s) by the committee may be invited to make an oral presentation of their written proposal to the Committee.

**Jim Ned CISD** will base the recommendation for contract award on the evaluation factors as listed in this RFP.

# **4.0 – SPECIFICATIONS/QUALIFICATIONS**

**It is the intent of Jim Ned CISD to award** a contract that satisfies the needs for **Agent of Record for Employee Benefits Brokerage, Enrollment and Administration Services.**

**Company Qualifications**

* Vendor must hold appropriate insurance licenses and be registered/licensed as a Third Party Administrator or contract with a licensed Third Party Administrator and maintain a good relationship with the school district.
* Vendor must provide at least five references with an employment of 1,000 employees or larger that company has been doing business with for at least 2 or more years.
* Provide comprehensive services (traditional and web-based) necessary to communicate and enroll eligible employees and retirees in the Client members’ benefit plans Vendor must have Online Enrollment System with capability of Exporting Enrollment Data to selected insurance carriers.
* Vendor must proactively provide a Compliance audit assessment within the first 30 days of being selected.
* Vendor must assist **Jim Ned CISD** in determining plan design, types of supplemental insurance products, and other critical components which best serve **Jim Ned CISD.** Vendor must present plan design recommendations that support **Jim Ned CISD** benefit strategies and position **Jim Ned CISD** to comply with health insurance regulatory requirements year after year.
* Vendor must be able to access prior claims experience (if available), provide benchmarking of current claims status and offer a 2 year strategic approach.
* Vendor must be able to provide Actuarial Services (as needed).
* Vendor must provide audit of pharmaceutical plan costs and negotiate revised contract (as needed)
* Vendor will be responsible for regularly providing information to **Jim Ned CISD** on any state or federal regulations that could impact employer or employees, including: Health Care Reform, ERISA, and COBRA.
* Bid core and supplemental insurance products through an RFP process and provide analysis through a comprehensive spreadsheet format.
* Conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform, answer questions, and give presentations on all core and supplemental plans and related products as selected by a Client member; enrollers shall be salaried and not compensated through commissions.
* Vendor must provide quarterly review of core and supplemental insurance products, performance, and status on products and services as selected by **Jim Ned CISD** to assess the integrity of the benefits offered to **Jim Ned CISD** employees.
* Vendor must provide claims data analytics via Dashboard to client on a monthly basis.
* Vendor must be able to provide a custom benefit website with full access to carrier information, product brochures, claim forms, and full access for employees to login and view benefit information and flex spending accounts.
* Vendor must be able to provide a toll-free telephone line for customer service and billing, as well as bi-lingual service representative(s) available during normal working hours.
* Vendor must also provide a dedicated Call Center during open enrollments for **Jim Ned CISD** active and retired populations.
* Vendor must provide relevant monthly Employee Benefits Plan Education and Wellness Communications.
* Vendor must provide a consolidated one-check per carrier billing and full reconciliation of benefits to ensure accurate monthly billings.

o   Vendor will provide a reconciliation report that includes discrepancies between **Jim Ned CISD** deduction file and the enrollment elections that are produced from the enrollment platform.

o   Vendor will work with **Jim Ned CISD** to resolve discrepancies and upon resolution, produce a final remittance for each carrier.

* Vendor must provide payroll deduction file that outlines the money to be drawn per participant per benefit (post-tax and pre-tax) once a week.
* Vendor must have an assigned Account Manager that will support **Jim Ned CISD** designated personnel.
* Vendor must provide comprehensive services necessary to serve as **Jim Ned CISD** Section 125 and voluntary Benefits Administrator and Broker, including:
1. Vendor must maintain compliance with Internal Revenue Code (IRC) and Department of Labor regulations and rules of the employer for Section 125 and 403(b), including but not limited to, Plan Documents, Plan Changes and Amendments, Form 5500 and other required Internal Revenue Service (IRS) Filings;
2. Provide comprehensive services necessary to serve as **Jim Ned CISD** COBRA and Retiree Administrator and Consultant; and
3. Provide ongoing advice on ERISA, COBRA, FMLA, and HIPAA reporting obligations, and other laws and regulations affecting **Jim Ned CISD** benefit plans.
* Vendor must act as the **Jim Ned CISD** liaison for plan operations to assist with the resolution of employee, participant and administrative problems as they may come up during the contract period.
* Vendor shall agree that all data exchanged between Vendor, and **Jim Ned CISD** active and retired population belongs to **Jim Ned CISD** and shall be accessible at any time during normal business hours for the life of the contract.

**Safe and Secure Schools Plan**

It is the policy of **Jim Ned CISD** to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

* **No drugs, alcohol, or tobacco on Jim Ned CISD property**

 All **Jim Ned CISD** property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on **Jim Ned CISD** property or building. **If Vendor has a drug testing policy, attach a copy of the policy.**

* No weapons on school grounds with the exception of normal tools used in construction.
* Convicted child and sex offenders may not work on school grounds.

**Financial Responsibility**

**Jim Ned CISD** assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Contract terms in Terms and Conditions. Any exceptions to the terms and conditions in the RFP or the Contract must be clearly indicated in the Vendor’s submitted proposal. Also attach a list of exception(s), including page number(s) and explanation(s). Deviations or exceptions stipulated in a Vendor’s response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor’s proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

**PROCESS**

As part of any proposal the successful vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. The vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work.

**Ability to Provide and Perform the Required Product(s) and/or Service(s)**

Detail any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business within the State of Texas. Confirm that the proposed products/services meet or exceed the specifications detailed in the RFP and the proposed pricing complies with any state and local requirements.

# **5.0 - CONTRACT TERMS AND CONDITIONS**

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **NOTE Any exceptIONS directly below the respective terms AND CONDITIONS AND ATTACH A PAGE LISTING THE EXCEPTION, PAGE NUMBER AND EXPLANATION.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by **Jim Ned CISD** and eliminated from further consideration.

**CONTRACT BETWEEN**

**Jim Ned CISD and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”)**

**for**

**Agent of Record for Employee Benefits Brokerage, Enrollment and Administration Services**

This Contract is entered into between **Jim Ned CISD** and Vendor, having submitted a proposal in response to RFP #112101 issued by **Jim Ned CISD** and whose proposal has been accepted and awarded by **Jim Ned CISD**. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Jim Ned CISD** and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

**Definitions**

The terms used in this Contract shall have the meanings assigned to them in **Notice of Intent** of the RFP.

This contract is comprised of the following documents:

1. Contract with general terms and conditions
2. RFP in its entirety
3. Vendor’s Proposal (Qualifications and Sealed Pricing)
4. Any additional points negotiated prior to award and/or signed amendments

**Use of Contract by other Texas Entities**

Vendor agrees and understands that this RFP and Contract may be used by other governmental employers in the State of Texas.

**Contract Terms; Amendment**

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor’s Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by **Jim Ned CISD** and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by **Jim Ned CISD**, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by **Jim Ned CISD**.

**Term of Contract; Renewal of Contract**

The initial term of this Contract is for a period of two (2) years, with **Jim Ned CISD** having the option to renew the Contract for three (3) additional one-year terms. See TEX. GOV’T. CODE § 2267.409. Consequently, the total term of the Contract may be for a period of five (5) years. The phrase “Term” in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

Termination of Contract

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of **Jim Ned CISD** and Vendor. In the event of a breach or default of the Contract and/or the RFP by Vendor, **Jim Ned CISD** reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of **Jim Ned CISD**.

**Jim Ned CISD** further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order or Job Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP.

Vendor agrees that **Jim Ned CISD** shall not be liable for damages in the event that **Jim Ned CISD** declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

Confidentiality

Vendor and **Jim Ned CISD** agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and **Jim Ned CISD** understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that **Jim Ned CISD** is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability **Jim Ned CISD**, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, **Jim Ned CISD** and determined by **Jim Ned CISD**, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

Criminal History Review

Prior to commencing any work under the Contract, if Vendor contracts with **Jim Ned CISD** to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by TEX. EDUC. CODE Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with TEX. EDUC. CODE, Chapter 22 requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at **Jim Ned CISD**’ locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies only if Vendor contracts with **Jim Ned CISD** to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

Customer Support

Vendor shall provide timely and accurate technical advice to **Jim Ned CISD** staff. Vendor shall provide reasonable training to **Jim Ned CISD** staff regarding products and/or services supplied under this contract by the Vendor, upon request.

Tax Exempt Status

**Jim Ned CISD** is a Texas governmental entity or agency and as such is exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. **Jim Ned CISD** shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

State of Texas Franchise Tax

By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor’s payment of any franchise taxes or other taxes owed to the State of Texas.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor’s operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold **Jim Ned CISD** harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker’s Compensation, shall be the sole responsibility of Vendor.

IRS W-9

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with Jim Ned CISD.

Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Jim Ned CISD. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of Jim Ned CISD.

Notification of Material Change

Vendor is required to notify Jim Ned CISD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract.

Subcontractors

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to **Jim Ned CISD** for all acts and omissions of the subcontractors.

Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between **Jim Ned CISD** and any such subcontractor, nor shall it create any obligation on the part of **Jim Ned CISD** to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

Non-Appropriation

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV’T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract **Jim Ned CISD** shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period if it is determined by **Jim Ned CISD** that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order, or Job Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and Job Order are commitments of the current revenue of **Jim Ned CISD** only.

Negotiations

**Jim Ned CISD** shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that **Jim Ned CISD** decides to conduct negotiations, notice shall be provided to each Vendor whose proposal is being considered for award, which notify may identify, in general terms, the elements or factors upon which **Jim Ned CISD** intends to base its negotiations. Vendors will be assisted, in any way, to bring their proposals up to the level of other proposals through discussions. During the course of negotiations, no Vendor’s technical proposal or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. **Jim Ned CISD** will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors’ proposals or prices.

Best and Final Offer

**Jim Ned CISD** in its sole discretion, may request all Offers in the competitive range to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing. If a Vendor does not respond to the request for a Best and Final Offer, that Vendor’s most recent offer will be considered to be its Best and Final Offer.

**Ordering Procedures**

Purchase Orders are issued by **Jim Ned CISD** to the Vendor according to this Contract and any supplemental contract between the Vendor and **Jim Ned CISD**.

Invoices; Payments

Vendor shall submit invoices, directly to **Jim Ned CISD**. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during **Jim Ned CISD** fiscal year in which the product(s) and/or service(s) are purchased.

**Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to **Jim Ned CISD** under this Contract. These records and accounts shall be retained by Vendor and made available for review by **Jim Ned CISD** for a period of **not less than seven (7) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by **Jim Ned CISD** of Vendor’s final invoice or claim for payment in connection with this Contract, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

**Texas Government Code SB 1368 includes the following language:**

Contractor (Vendor) is required to make any information created or exchanged with **Jim Ned CISD** pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

**Right to Review, Audit and Inspect**

**Jim Ned CISD** shall, upon written notice, have the right to audit and examine all of Vendor’s records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction during normal business hours to the extent necessary to adequately permit evaluation and verification of:

1. Vendor’s compliance with this Contract and the requirements of the RFP.
2. Compliance with procurement laws, policies, and procedures.
3. Any other matter related to this Contract.

**Indemnification**

Vendor shall indemnify and hold harmless **Jim Ned CISD,** Trustees, OFFICERS, administrators, employees, and agents, from all claims, liabilities, costs, suits of law or in equity, expenses, attorneys’ fees, fines, penalties or damages arising from acts or omissions of Vendor, Vendor’s employees, agents, or subcontractors, in connection with this Contract, including without limitation, those arising from claimed infringement of any trademarks, copyright or other corresponding right(s) which is related to any item Vendor is required to deliver.

**Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving **Jim Ned CISD** must be brought in the state and federal courts located in Taylor County, Texas, and the parties hereby submit to the jurisdiction of said courts.

**Promotion of Contract**

The marketing of Vendor’s company, product, and/or services shall be the sole responsibility of Vendor.

**Vendor shall submit all promotional materials to Jim Ned CISD and obtain written approval before Vendor finalizes or publishes promotional material bearing the Jim Ned CISD. Vendor may not release any press release or other publication regarding this Contract unless and until Jim Ned CISD first approves the press release or publication in writing.**

**Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on **Jim Ned CISD** property, nor may such workers be intoxicated or under the influence of alcohol or drugs on **Jim Ned CISD** property.

**Insurance**

Vendor is required to provide **Jim Ned CISD** with copies of certificates of insurance, naming **Jim Ned CISD** as additional insured for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to **Jim Ned CISD** prior to commencement of any work under this Contract. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor’s liability. All policies of insurance shall waive all rights of subrogation against **Jim Ned CISD** and **Jim Ned CISD** officers, employees and agents.

* Workers Compensation (with waiver of subrogation to **Jim Ned CISD**), Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
* Statutory, and Bodily Injury by Accident: $100,000 each employee. Bodily Injury by Disease: $500,000, policy limit $100,000 each employee.
* Bodily Injury by Disease: $500,000, policy limit; $100,000 each employee.
* Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. $1,000,000 each occurrence.
* Limit Bodily Injury and Property Damage combined. $1,000,000.
* Products-Completed Operations Aggregate Limit $1,000,000 per Job Aggregate. $1,000,000 Personal and Advertising Injury Limit.
* Automobile Liability Coverage: $300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

**No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of **Jim Ned CISD**, is an independent contractor, and is not an employee, agent, joint venture, or partner of **Jim Ned CISD**. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between **Jim Ned CISD** and any of Vendor’s agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of **Jim Ned CISD**, and **Jim Ned CISD** has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that **Jim Ned CISD** has no responsibility for any conduct of any of Vendor’s employees, agents, representatives, contractors, or subcontractors.

**Equal Opportunity**

It is the policy of **Jim Ned CISD** not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party’s right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**Entire Agreement**

The Contract, the RFP, Vendor’s proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor’s proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor’s proposal submitted in response to the RFP, the RFP, including any final negotiations between the parties shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

**Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

# **6.0 – PRICING**

Provide a list of the services and applicable proposed costs/fees/credits associated with the scope of work. Include references to the services that are part of the standard fee as well as services in addition to the standard fee. If Vendor is recommending additional services, include an estimate of costs and any credits or offsets available.

# **7.0 - EVALUATION AND AWARD OF PROPOSALS**

**Award of Contract**

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by **Jim Ned CISD** to be the best value to **Jim Ned CISD**. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

**Competitive Range**

It may be necessary for **Jim Ned CISD** to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

**Deviations and Exceptions to Requirements**

Deviations or exceptions stipulated in a Vendor’s response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor’s proposal being disqualified.

**Clarification and/or Discussions**

**Jim Ned CISD** may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between **Jim Ned CISD** and Vendor can also take place after the initial receipt of proposals. **Jim Ned CISD** reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. **Jim Ned CISD** will not assist the Vendor in the revision or modification of its proposal, nor will **Jim Ned CISD** assist the Vendor in bringing its proposal to the same level of other proposals received by **Jim Ned CISD**.

Questions related to the RFP can be submitted electronically to the email address provided no later than five (5) business days prior to the submittal deadline date. All submitted questions and answers will be listed on the **Jim Ned CISD** website. Questions will not be answered verbally or by phone.

**Formation of Contract (Execution of Offer)**

A response to this RFP is an offer to contract with **Jim Ned CISD** based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is awarded by **Jim Ned CISD** School Board or signed by their designee. The Vendor must submit the signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

**Disqualification**

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

**Interpretation**

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

**No Return of Proposals**

Once submitted, **Jim Ned CISD** will not return proposals to Vendor.

**Non-Collusion Statement**

Vendors are required to certify a Non-Collusion Statement. Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against **Jim Ned CISD** or any person interested in the proposed contract, and that all statements in said proposal are true.

**Open Records Policy**

**Jim Ned CISD** is a governmental body subject to the Texas Public Information Act. Proposals submitted to Jim Ned CISD as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Jim Ned CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

**Responsible Vendor**

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

**Responsive Proposal**

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

**Similar Products**

Whenever product(s) is (are) referred by **Jim Ned CISD** in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

**Evaluation of Proposals**

A committee will review and evaluate proposals and make a recommendation to the **Jim Ned CISD**. **Jim Ned CISD** will base a recommendation for contract award on the following factors. **NOTE:** Pricing will not be considered or evaluated until qualifications have been met.

**Evaluation Factors Weighted Value**

**Administrative Services/ Resources**-Ability to comply with scope and value added services **45**

**Vendor History, References, and Financial Resources and Stability**- **25**

**Staffing Personnel**- Resumes, certifications, and ability of employees to service employees

and **Jim Ned CISD** **25**

**Compliance Capabilities**- Ability to monitor and maintain ongoing regulatory compliance **5**

**TOTAL POSSIBLE POINTS: 100**

**COMPANY PROFILE**

1. **Company Profile**

1. Provide official registered name.
2. Provide a brief history of Vendor’s company.
3. Provide organization chart.
4. Provide corporate office location and the location(s) of sales and service offices in Texas. Include name of key contact along with résumé.
5. Provide a description of Vendor’s relevant market and Vendor’s position within it.
6. Vendor agrees to provide **Jim Ned CISD** with the following financial information if requested at any point during the procurement process, including before or after contract award:
* If public, the Vendor’s income statement, balance sheet, and cash flow for the past three (3) years;
* If private, the Vendor’s audited financial statements for the past two years (if available).

2. **Administrative**

1. Indicate who will provide the administrative support services, including the person(s) title, phone number(s), fax number(s), e-mail(s) and résumé(s).
2. Define Vendor’s standard terms of payment.

3. **Services**

a) Indicate who will provide services, including the person(s) title, phone numbers(s),

Fax number(s), e-mail(s) and résumé(s).

b) Detail the services Vendor will provide.

4. **Brokerage**

a) Indicate who will provide the brokerage services, including the person(s) title, phone numbers(s),

Fax number(s), e-mail(s) and résumé(s).

b) Detail the services Vendor will provide.

5. **Vendor’s Operations, including Vendor’s** **Key Staff**

Vendor must detail the qualifications of its key staff in its proposal. Vendors must include the following information:

1. Describe the scope of sales/field support Vendor would make available to **Jim Ned CISD**.
2. Five client references (governmental entities) and/or subcontractors for each.
3. Experience with school districts and other governmental entities. Résumés for the other

team members and information detailing each team member’s tenure with Vendor.

1. Marketing/Communications manager’s résumé and information detailing experience in marketing medical, ancillary and voluntary benefit programs.
2. Support Staff résumé and information detailing experience in benefits brokerage enrollment and administrative services, including plan design and insurance product selection based on benefit gaps or regulatory requirements.

6. **Technical Resources**

a) If Vendor is proposing technical solutions as a Value Add Service as part of its proposal, describe briefly the system(s) architecture.

b) Describe what technical resources Vendor will provide to support **Jim Ned CISD** projects.

c) Indicate who will be providing technical assistance, including their title, telephone number, Fax number, and e-mail address. Include résumé.

8. **Training**

Describe Vendor’s training program for call center and enrollment representatives (if applicable).

9. **Conflict of Interest**

What, if any, financial interest does your firm have in any of the vendors/subcontractors you are including

 or proposing in this RFP?

10. **Privacy/Security**

Describe your approach to and compliance with state and federal privacy and security requirements and

 whether you have ever breached any state or federal privacy or security laws. Include copies of your

 written plan(s).

11. **Business Continuity**

Describe your business continuity plan as it relates to the services to be provided under this RFP. Include a

 copy of your written plan(s).

# **8.0 - CHECKLIST FOR COMPLETED FORMS AND SIGNED DOCUMENTS**

SPECIAL INSTRUCTIONS TO BIDDERS:

All pages of the RFP (pages 1-40) must be reviewed and completed, and additionally, the following information will be included as per the tabs.

TAB 1- SIGNATURE PAGES

\_\_\_\_ CONTRACT ACCEPTANCE AND SIGNATURES

\_\_\_\_ ACCEPTED / ACCEPTED WITH EXCEPTIONS – CHECK ONE

\_\_\_\_ CONFLICT OF INTEREST QUESTIONNAIRE

\_\_\_\_ ANTITRUST CERTIFICATION STATEMENT

\_\_\_\_ W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

\_\_\_\_ PREVAILING WAGE RATES

\_\_\_\_ VENDOR CERTIFICATION FORMS (2 PAGES)

\_\_\_\_ SB9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

\_\_\_\_ SB9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

TAB 2- COMPLIANCE WITH SPECIFICATIONS/QUALFICATIONS (INCLUDE VALUE ADDED PRODUCTS AND SERVICES AS IT RELATES TO THE SCOPE OF THE REQUESTED SERVICES

TAB 3- ITEMIZED LISTING OF PRODUCTS, SERVICES, COMPANIES REPRESENTED, INSURANCE PRODUCTS OFFERED, AND RELEVANT DATA FOR SUMMARY REVIEW

TAB 4- LISTING OF FIVE (5) CURRENT REFERENCES, FINANCIAL STATEMENTS, HISTORY OF THE COMPANY, AND RELATED

TAB 5- RESUMES OF PERSONNEL, COMPANY PROFILES, AND THE CURRENT ABILITY TO PROVIDE BENEFITS BROKERAGE ENROLLMENT AND ADMINISTRATION SERVICES TO **Jim Ned CISD** FOR MAJOR MEDICAL, ANCILLARY AND VOLUNATARY INSURANCE PRODUCTS.