

**EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION  
SERVICES**

Muleshoe Independent School District

514 W Ave G  
Muleshoe, TX 79347



**Procurement # 24-001**

**Request for Proposal  
for  
EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND  
ADMINISTRATION SERVICES**

**Submittal Deadline and Proposal Opening Deadline:**

**December 1, 2023, 2:00 PM**

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

Questions regarding this RFP must be submitted electronically to [mjames@muleshoeisd.net](mailto:mjames@muleshoeisd.net) than **five (5) business days** prior to the submittal deadline date.

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## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

### **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 ancillary and voluntary employee benefits as further provided herein.

It is the intent of Muleshoe Independent School District to establish a contract with one vendor for **Agent of Record** for Supplemental Insurance Products. The awarded Vendor shall perform covered services under the terms of this agreement.

Muleshoe Independent School District 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, Muleshoe Independent School District 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 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 **Muleshoe Independent School District** data.

#### **Value Add**

**Muleshoe Independent School District** 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.

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The initial base term of the prospective contract is a period of two calendar years, and Muleshoe Independent School District 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 **Muleshoe Independent School District** 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 39

#### **Proposal Response Location**

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

Muleshoe Independent School District  
514 W Ave G  
Muleshoe, TX 79347

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**

Muleshoe Independent School District 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

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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:

**Muleshoe Independent School District  
Attn: Myles James  
514 W Ave G  
Muleshoe, TX 79347**

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

RFP #23-001	Vendor's Name
RFP Employee Benefits Services	Vendor's Address
Submittal Deadline December 1, 2023 2:00 PM	Vendor's City, State, and Zip

Proposals will be opened in public at the CISD District Support Center, immediately following the deadline. Proposals will be read aloud, listing only the responding Vendors.

**Introduction of Muleshoe Independent School District**

**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

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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 **Muleshoe Independent School District**.

### **Muleshoe Independent School District Procedures**

Contracts are awarded by **Muleshoe Independent School District** 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;

**Muleshoe Independent School District** - a Texas state independent school district established under the laws of the State of Texas; 514 W Ave G, Muleshoe TX 79347.

**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)** – Muleshoe Independent School District’s written approval for the Vendor to proceed. Special terms and conditions agreed to by the Vendor and Muleshoe Independent School District 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.

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**Scope of Work (SOW)** - the specific products and services that have been agreed to be undertaken and accomplished by Vendor for Muleshoe Independent School District.

**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 Muleshoe Independent School District; 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 Muleshoe Independent School District. Vendor's Key Staff Members typically are Account Manager, Benefits Manager, Operations Manager.

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**2.0 – SIGNATURE PAGES**

The following is a list of nine (9) 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: Compliance with State & Federal Laws
  - Attachment #9: 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.
-



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**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 Muleshoe Independent School District**

Term of Contract September 1, 2024 to August 31, 2026, 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 **Muleshoe Independent School District** and Vendor.

\_\_\_\_\_  
**Muleshoe Independent School District** Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_

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**Attachment #2**

Conflict of Interest Questionnaire

Any company that does business with **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District.**

**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.

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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>		<div style="border: 1px solid black; height: 150px; margin-bottom: 5px;">Date Received</div>
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; text-align: center;">_____ Signature of person doing business with the governmental entity</div><div style="width: 45%; text-align: center;">_____ Date</div></div>		

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**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.

<p><b>Vendor:</b> _____</p> <p><b>Address:</b> _____ _____ _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p>	<p><b>Official Authorizing Proposal:</b></p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>
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**Attachment #4**

Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

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**Attachment #5**

**Vendor Certification Forms**

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**CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE**

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**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.

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**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

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**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**

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**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.

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**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**

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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: \_\_\_\_\_

# EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES

## 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 **Muleshoe Independent School District** 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. **Muleshoe Independent School District** 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 **Muleshoe Independent School District**;
- (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:
  - (a) A felony offense under Title 5, Texas Penal Code;
  - (b) 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** in writing **within 3 business days**.
- (3) Upon request, Vendor will provide **Muleshoe Independent School District** with the name and any other requested information of covered employees so that **Muleshoe Independent School District** may obtain criminal history record information on the covered employees.

If **Muleshoe Independent School District** 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 **Muleshoe Independent School District**. I also certify to **Muleshoe Independent School District** 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



## EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES

### 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 **Muleshoe Independent School District** 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. **Muleshoe Independent School District** 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 **Muleshoe Independent School District**;
- (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:
  - (a) A felony offense under Title 5, Texas Penal Code;
  - (b) 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 **Muleshoe Independent School District** and Vendor. I, the authorized signatory for Subcontractor, certify to **Muleshoe Independent School District** 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 **Muleshoe Independent School District** with the name and any other requested information of covered employees so that **Muleshoe Independent School District** may obtain criminal history record information on the covered employees.

If **Muleshoe Independent School District** 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 **Muleshoe Independent School District**.

I also certify to **Muleshoe Independent School District** 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

# **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

## **Attachment #8**

### **COMPLIANCE WITH STATE AND FEDERAL LAWS**

#### **Certification of Eligibility**

By submitting a statement of qualifications, Contractor certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of proposal submission and time of award, the Contractor will notify the District. Failure to do so may result in terminating the contract for default.

#### **Certification Regarding Employment Assistance Prohibited**

Contractor certifies and agrees that it shall not assist an employee, contractor or agent of the Owner or of any other school district in obtaining a new job if the proposer knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.

#### **Verification Regarding No Discrimination of Firearm Entities or Trade Associations**

Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87<sup>th</sup> Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten

(10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association<sup>1</sup> and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from the solicitation.

#### **Verification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies**

Pursuant to Texas Government Code, 2274, as enacted in SB13 by the 87<sup>th</sup> Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not boycott energy companies<sup>2</sup> and will not boycott energy companies during the term of any contract resulting from the solicitation.

#### **Relating to State Contracts with and Investments in Companies that Boycott Israel**

Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not boycott<sup>3</sup> Israel and will not boycott Israel during the term of any contract resulting from the solicitation.

**Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations** Effective September 1, 2017, Contractor verifies that it/he/she does not do

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

### **Certification of Compliance with Texas Family Code**

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all Contractor certifies as follows:

I, the undersigned proposer, 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 agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a 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 agreement is NOT eligible to bid or receive a state contract.

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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<sup>1</sup> A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

<sup>2</sup> "Boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

### **3.0 - SCOPE**

It is the intent of Muleshoe Independent School District 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. General Liability, Workers Compensation, Vehicle, and Crime, for Muleshoe Independent School District is not part of this solicitation.

#### **Value Add**

Muleshoe Independent School District 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.

**Muleshoe Independent School District** 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 Muleshoe Independent School District 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 **Muleshoe Independent School District** in determining plan design, types of supplemental insurance products, and other critical components which best serve **Muleshoe Independent School District**. Vendor must present plan design recommendations that support **Muleshoe Independent School District** benefit strategies and position **Muleshoe Independent School District** to comply with health insurance regulatory requirements year after year.

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

- 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** to assess the integrity of the benefits offered to **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** deduction file and the enrollment elections that are produced from the enrollment platform.
  - o Vendor will work with **Muleshoe Independent School District** 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 **Muleshoe Independent School District** designated personnel.
- Vendor must provide comprehensive services necessary to serve as **Muleshoe Independent School District** 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

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** benefit plans.
- Vendor must act as the **Muleshoe Independent School District** 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 **Muleshoe Independent School District** active and retired population belongs to **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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 Muleshoe Independent School District property**  
All **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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**

**Muleshoe Independent School District** 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

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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.

**EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION  
SERVICES**

**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 **Muleshoe Independent School District** and eliminated from further consideration.

**CONTRACT BETWEEN  
Muleshoe Independent School District and**

\_\_\_\_\_ (**"Vendor"**)

**for**

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

This Contract is entered into between **Muleshoe Independent School District** and Vendor, having submitted a proposal in response to RFP #23-008 issued by **Muleshoe Independent School District** and whose proposal has been accepted and awarded by **Muleshoe Independent School District**. 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, **Muleshoe Independent School District** 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:

- a) Contract with general terms and conditions
- b) RFP in its entirety
- c) Vendor's Proposal (Qualifications and Sealed Pricing)
- d) 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**



## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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 **Muleshoe Independent School District** and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by **Muleshoe Independent School District**, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by **Muleshoe Independent School District**.

### **Term of Contract; Renewal of Contract**

The initial term of this Contract is for a period of two (2) years, with **Muleshoe Independent School District** 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 **Muleshoe Independent School District** and Vendor. In the event of a breach or default of the Contract and/or the RFP by Vendor, **Muleshoe Independent School District** 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 **Muleshoe Independent School District**.

**Muleshoe Independent School District** 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 **Muleshoe Independent School District** shall not be liable for damages in the event that **Muleshoe Independent School District** 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 **Muleshoe Independent School District** agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and **Muleshoe Independent School District** 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 **Muleshoe Independent School District** is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability **Muleshoe Independent School District**, 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, **Muleshoe Independent School District** and determined by **Muleshoe Independent School District**, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

### **Criminal History Review**

Prior to commencing any work under the Contract, if Vendor contracts with **Muleshoe Independent School District** 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 **Muleshoe Independent School District**' 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** staff. Vendor shall provide reasonable training to **Muleshoe Independent School District** staff regarding products and/or services supplied under this contract by the Vendor, upon request.

### **Tax Exempt Status**

**Muleshoe Independent School District** 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. **Muleshoe Independent School District** 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

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

subcontractors to hold **Muleshoe Independent School District** 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 **Muleshoe Independent School District**.

### **Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of **Muleshoe Independent School District**. 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 **Muleshoe Independent School District**.

### **Notification of Material Change**

Vendor is required to notify **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** and any such subcontractor, nor shall it create any obligation on the part of **Muleshoe Independent School District** 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 **Muleshoe Independent School District** shall have the right to terminate this Contract, any

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** only.

### **Negotiations**

**Muleshoe Independent School District** 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 **Muleshoe Independent School District** decides to conduct negotiations, notice shall be provided to each Vendor whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which **Muleshoe Independent School District** 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. **Muleshoe Independent School District** 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**

**Muleshoe Independent School District** 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 **Muleshoe Independent School District** to the Vendor according to this Contract and any supplemental contract between the Vendor and **Muleshoe Independent School District**.

### **Invoices; Payments**

Vendor shall submit invoices, directly to **Muleshoe Independent School District**. 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** under this Contract. These records and accounts shall be retained by Vendor and made available for review by **Muleshoe Independent School District** for a period of **not less than seven (7) years** from the date of

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

completion of the service(s), receipt of product(s), the date of the receipt by **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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**

**Muleshoe Independent School District** 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:

- a) Vendor's compliance with this Contract and the requirements of the RFP.
- b) Compliance with procurement laws, policies, and procedures.
- c) Any other matter related to this Contract.

### **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS **Muleshoe Independent School District**, 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 **Muleshoe Independent School District** must be brought in the state and federal courts located in Randall 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 Muleshoe Independent School District and obtain written approval before Vendor finalizes or publishes promotional material bearing the Muleshoe Independent School District. Vendor may not release any press release or other publication regarding this Contract unless and until Muleshoe Independent School District first approves the press release or publication in writing.**

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

### **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 **Muleshoe Independent School District** property, nor may such workers be intoxicated or under the influence of alcohol or drugs on **Muleshoe Independent School District** property.

### **Insurance**

Vendor is required to provide **Muleshoe Independent School District** with copies of certificates of insurance, naming **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District** and **Muleshoe Independent School District** officers, employees and agents.

- Workers Compensation (with waiver of subrogation to **Muleshoe Independent School District**), 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**



## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

It is the intention of the parties to this Contract that Vendor is independent of **Muleshoe Independent School District**, is an independent contractor, and is not an employee, agent, joint venture, or partner of **Muleshoe Independent School District**. 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 **Muleshoe Independent School District** and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of **Muleshoe Independent School District**, and **Muleshoe Independent School District** 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 **Muleshoe Independent School District** has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

### **Equal Opportunity**

It is the policy of **Muleshoe Independent School District** 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.

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

### **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.



## EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES

### 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

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#### 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 **Muleshoe Independent School District** to be the best value to **Muleshoe Independent School District**. 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 **Muleshoe Independent School District** 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

**Muleshoe Independent School District** 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 **Muleshoe Independent School District** and Vendor can also take place after the initial receipt of proposals. **Muleshoe Independent School District** reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. **Muleshoe Independent School District** will not assist the Vendor in the revision or modification of its proposal, nor will **Muleshoe Independent School District** assist the Vendor in bringing its proposal to the same level of other proposals received by **Muleshoe Independent School District**.

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 **Muleshoe Independent School District** website. Questions will not be answered verbally or by phone.

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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

A response to this RFP is an offer to contract with **Muleshoe Independent School District** 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 **Muleshoe Independent School District** 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, **Muleshoe Independent School District** 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 **Muleshoe Independent School District** or any person interested in the proposed contract, and that all statements in said proposal are true.

### **Open Records Policy**

**Muleshoe Independent School District** is a governmental body subject to the Texas Public Information Act. Proposals submitted to Muleshoe Independent School District 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. Muleshoe Independent School District assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

### **Responsible Vendor**

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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 **Muleshoe Independent School District** 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 **Muleshoe Independent School District**. **Muleshoe Independent School District** will base a recommendation for contract award on the following factors. **NOTE:** Pricing will not be considered or evaluated until qualifications have been met.

<b><u>Evaluation Factors</u></b>	<b><u>Weighted Value</u></b>
<b>Administrative Services/ Resources-</b> Ability to comply with scope and value-added services	<b>45</b>
<b>Vendor History, References, and Financial Resources and Stability-</b>	<b>25</b>
<b>Staffing Personnel-</b> Resumes, certifications, and ability of employees to service employees and Muleshoe Independent School District	<b>25</b>
<b>Compliance Capabilities-</b> Ability to monitor and maintain ongoing regulatory compliance	<b>5</b>
<b>TOTAL POSSIBLE POINTS:</b>	<b><u>100</u></b>

# EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES

## COMPANY PROFILE

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### 1. Company Profile

- a) Provide official registered name.
- b) Provide a brief history of Vendor's company.
- c) Provide organization chart.
- d) Provide corporate office location and the location(s) of sales and service offices in Texas. Include name of key contact along with résumé.
- e) Provide a description of Vendor's relevant market and Vendor's position within it.
- f) Vendor agrees to provide **Muleshoe Independent School District** 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

- a) 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).
- b) 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:

- a) Describe the scope of sales/field support Vendor would make available to **Muleshoe Independent School District**.
- b) Five client references (governmental entities) and/or subcontractors for each.
- c) Experience with school districts and other governmental entities. Résumés for the other team members and information detailing each team member's tenure with Vendor.
- d) Marketing/Communications manager's résumé and information detailing experience in marketing ancillary and voluntary benefit programs.
- e) 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 **Muleshoe Independent School District** projects.
- c) Indicate who will be providing technical assistance, including their title, telephone number, Fax number, and e-mail address. Include résumé.

## **EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION SERVICES**

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).

**EMPLOYEE BENEFITS AGENT OF RECORD, ENROLLMENT AND ADMINISTRATION  
SERVICES**

**9.0 - CHECKLIST FOR COMPLETED FORMS AND SIGNED DOCUMENTS**

**SPECIAL INSTRUCTIONS TO BIDDERS:**

All pages of the RFP (pages 1-39) 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
- \_\_\_\_\_ COMPLIANCE WITH STATE & FEDERAL LAWS (2 PAGES)

**TAB 2- COMPLIANCE WITH SPECIFICATIONS/QUALIFICATIONS (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 **MULESHOE INDEPENDENT SCHOOL DISTRICT** ANCILLARY AND VOLUNATARY INSURANCE PRODUCTS.**