



EDINBURG CISD

PURCHASING DEPARTMENT

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Request for PROPOSALS

NO: 23-88

TITLE: Program Management – Section 125
Third Party Administrator Services to include
Cobra, FSA & Benefit Administration System

This Proposal includes the following forms:

- Background Information on Edinburg CISD
- Standard Terms & Conditions
- Proposal Instructions & Requirements
- Proposal Submittal Checklist
- Forms to be Returned with Proposal
- Required Response Format
- Correspondence/Clarifications
- Response Workbook
- Questionnaires & Premium Illustrations
- Current Benefits Offered
- Voluntary Product Enrollment Summary Disability
- Census Information

CLOSING TIME/DATE:

Closing Time: 3:30 P.M.
Closing Date: April 26, 2023

BUYER:

ClauDina Longoria, Senior Buyer
Phone: 956-289-2311, Ext.2135
Fax: 956-383-7687
Email: d.longoria@ecisd.us

DELIVER BIDS TO:

Edinburg CISD
Office of the Purchasing Director
411 North 8th Ave, 2nd Floor
Edinburg, TX 78541

 4/6/23
Purchasing Director Date

Date WEBBED: April 6, 2023

*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

Vendor Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name: _____

Telephone 1-800-_____

Address: _____

Or: _____

City: _____

Fax: _____

State: _____ Zip: _____

Web Address: _____

Email: _____

(Signature of Person Authorized to Sign Bid)

Date: _____

Printed Name: _____

Title: _____

(Please print or type name above)

I can deliver in _____ days. Early Payment Discount _____ % if Paid in _____ Days, Net 30

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I. BACKGROUND INFORMATION ON ECISD

A. The Edinburg Consolidated Independent School District (ECISD) is one of the fastest growing school districts in Texas. Located in Hidalgo County, the seventh largest county in Texas, ECISD is the Education Center of the Rio Grande Valley of South Texas. ECISD is comprised of 945-square miles or over 650,000 acres, making it one of the largest land mass districts in the country. The district has four high schools, seven middle schools, 31 elementary schools, and three alternative education campuses. ECISD has over 6,000 employees and approximately 34,000 students.

B. Current Coverage. Currently, ECISD offers its employees the following Voluntary Benefits:

- Accident
- Hospital Indemnity/Medical Gap
- Cancer
- Critical Illness
- Educator Disability
- Vision
- Group Term Life/AD&D (employer paid)
- Supplemental Group Term Life/AD&D
- Voluntary Permanent Life
- Section 125 Third Party Administrator Services
- 403(b) / 457 Plans

A schedule of the ECISD's 2022 benefits offered to covered persons and their eligible dependents is attached hereto as APPENDIX C and can also be accessed online at www.ecisd.us under the Departments tab/Benefits Department/Employee Benefits Guide 2022 or paste the link below into your browser.

<https://4.files.edl.io/c748/12/09/22/224605-0e926368-a0ae-46de-b5bc-f8c79614c646.pdf>

Goals and Objectives. ECISD wishes to investigate benefit alternatives that will deliver long-term solutions. Services to be provided by vendors must be consolidated and comprehensive.

II. STANDARD TERMS AND CONDITIONS AFFECTING RFP AND CONTRACT

A. Preparation of Proposal. Potential proposers (individually and collectively, a "Proposer(s)" or "Proposers") should read this RFP carefully, understand the terms and conditions for providing the pertinent services, and provide all requested information. Failure to do so may result in disqualification of a submitted Proposal. Any cost or expense incurred by Proposers related to this RFP process, including preparation time or during any phase of any interview process shall be at their sole cost and expense. Proposers should clearly understand that the ECISD neither desires to nor will it participate in protracted negotiations regarding a written agreement.

B. Evaluation of Offers. The ECISD is not required by applicable laws to accept the lowest offer received from a party submitting a proposal in response to this RFP. In fact, the ECISD may reject the lowest offer proposed if the Board of Trustees, in the exercise of its best judgment, determines that a Proposer other than the lowest Proposer will best serve the interest of the ECISD and its employees. The ECISD reserves the right to accept or reject any or all proposals in their entirety or any portions of proposals that are considered disadvantageous to the ECISD, to waive all formalities or irregularities in the ECISD's RFP process, to cancel the entire RFP, issue a subsequent RFP, remedy technical errors in the RFP process, waive minor informalities and irregularities, contact any Proposer for clarification after opening of proposals, negotiate with any, all, or none of the Proposers, and accept any proposal, whether or not there are negotiations subsequent to its receipt.

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Unsolicited proposals for coverages not specifically requested in this RFP may be considered but must be submitted as an addendum to this RFP response. Also, proposals submitted to the ECISD that do not comply with this RFP will not be considered by the ECISD.

The proposing Insurance Company and/or Flex Administrator is requested to include with their proposal the completed Excel workbook provided by Edinburg CISD. **Please Note Carefully**. In quoting, please complete the RFP in the formats provided. Additional information may be attached (such as a product benefit summary) however in order to be considered, all fields in spreadsheets must be completed and questionnaires answered in full.

This RFP implies no obligation on the ECISD, nor does the ECISD's silence or inaction imply or expressly convey any acceptance or rejection of any offer.

- C. Adherence to Terms.** A contract (the "Contract") will be awarded to the Proposer(s) whose proposal(s) is deemed to offer the best value to the ECISD with regard to the evaluation factors set forth in this RFP (referred to herein as, a "Vendor(s)"). Any Contract awarded to a Vendor(s) pursuant to this RFP, as further described in Part III hereof, will set forth all applicable terms of the agreement between the parties concerning the services described in this RFP. In submitting a proposal in response to this RFP, all Proposers agree to adhere to the terms, representations, disclosures, provisions, duties, and warranties set forth under this RFP, in addition to any subsequent Contract terms agreed to in writing by the parties and approved by the ECISD Board of Trustees as described herein.
- D. Funding.** Any Contract(s) that the ECISD awards to a Vendor(s) pursuant to this Request for Proposals (RFP) and the RFP process shall be contingent upon the sufficient funding and authority being made available in each fiscal period by the appropriate authority. If sufficient funding or authority is not made available to the ECISD at any time, then any Contract(s) shall become null and void.
- E. Non-Appropriation of Funds Clause.** The ECISD's renewal of a Contract(s) with a Vendor(s), as applicable, will be conducted in accordance with all applicable laws and regulations, including, without limitation, Section 271.903 of the Texas Local Government Code, as amended, concerning the non-appropriations of funds for multi-year Vendor contracts. In addition to such other rights afforded to the ECISD hereunder, the ECISD reserves the right to terminate, rescind, or not renew any Contract at the end of each of any ECISD fiscal year if it is determined by the ECISD that there are insufficient funds or there has been a failure to appropriate funds necessary to continue, extend, or renew such Contract.
- F. Assignment Delegation.** A Vendor is prohibited from assigning or otherwise delegating any rights, interests, or obligations under any contract that the ECISD awards to such Vendor hereunder, except as such assignment or delegation is otherwise expressly agreed to in writing and in advance by the ECISD. Any attempted assignment or delegation by a Vendor in violation of this paragraph shall be deemed to be void and ineffective for all purposes unless and until conducted in conformity with this paragraph.
- G. Independent Contractor.**
- (1) The relationship between the ECISD and any Vendor, during the term of any Contract awarded to such Vendor by the ECISD pursuant to this RFP, shall be that of independent contractors. It is expressly agreed that Vendor and Vendor's personnel will not, at any time, be considered or construed to be an employee, agent, partner, joint ventures, joint employer, ostensible or apparent agent, servant, or borrowed servant of the ECISD.
 - (2) Vendor understands and agrees that the ECISD or any of the ECISD's representatives:
 - a. will not withhold, on behalf of Vendor, any sums for income tax, unemployment insurance, social security, or any other withholding.
 - b. will not avail Vendor of any of the benefits offered to ECISD employees.

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(3) Vendor is responsible for payment of all expenses, General Liability and Workers Compensation insurance, wages or taxes including federal, state and local taxes arising out of the Vendor's activities in accordance with any Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required; provided, however, Vendor is not responsible for the payment of premium taxes which are the responsibility of the ECISD to pay or obtain an exemption for the payment of same.

H. **Professional Judgment.** Vendor (including all Vendor personnel and representatives) shall exercise its own professional judgment in the performance of services to the persons served.

I. **ECISD Approval of Vendor Personnel.** Vendor agrees not to subcontract or assign any services awarded to Vendor without the prior written approval of the ECISD. Vendor shall be directly responsible and solely liable for the acts and omissions of any of its sub-contractors, employees, agents, or other representatives.

J. **Representations.**

(1) Vendor agrees that it shall comply with all applicable policies of the ECISD, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of any contract awarded by the ECISD to Vendor pursuant to this RFP.

(2) Vendor agrees to disclose any ownership interest that a prospective administrator has in any insurance company, group hospital service corporation, health maintenance organization, or other provider of health care indemnity.

(3) Vendor agrees to disclose any commission(s) and/or other benefit(s) that a prospective administrator may receive for purchasing services or coverage(s).

(4) Vendor represents and warrants that none of its employees, personnel, or other representatives are currently employees of the ECISD.

K. **Gratuities.** By submitting a Proposal, a Proposer affirms that no gratuities were offered or given, nor will be offered or given at any time hereafter, by a Proposer or any of their agents or representatives, to any current Board of Trustees member, officer, or employee of the ECISD with a view toward securing a contract or favorable treatment with respect to this RFP. Gratuities include anything in the form of any economic opportunity, future employment, gift, loan, special discount, trip, favor, service, entertainment, or otherwise.

The ECISD may, by written notice to a Vendor or Proposer, cancel this RFP (and any resulting Contract, as applicable) without liability to Vendor or Proposer if the ECISD determines, in its sole discretion, that any gratuity was offered to or given by a Proposer or Vendor, or any agent, or representative of the Proposer or Vendor, to any ECISD Board of Trustees member or to any employee or representative of the ECISD with a view toward securing a contract to provide any products described in this RFP or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event this RFP (and any resulting Contract, as applicable) is canceled by the ECISD pursuant to this provision, then the ECISD shall be entitled, in addition to any other rights or remedies, to recover and/or withhold the amount of the cost incurred by the Proposer or Vendor in providing such gratuities.

L. **Receipts and Records.** Vendor agrees to provide to the ECISD, upon the ECISD's request, all original receipts for the purchases of all goods and services involving the use of any ECISD funds as well as other financial and supporting documents and statistical records.

M. **Disclosure.** Vendor agrees to immediately disclose to the ECISD any time that Vendor becomes aware of Vendor's or any of Vendor's sub-contractors or employees having been or being barred from the award of any federal and/or state contract or becoming so barred at any time during the term of this RFP (and any resulting Contract, as applicable).

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- N. Immigration Reform and Control Act.** Vendor agrees to comply, at all times, with all legal requirements governing employment eligibility documentation, including, without limitation, those set forth under the Immigration Reform and Control Act of 1986, as amended.
- O. Compliance with Applicable Laws and Regulations.** Vendor shall be and shall remain in compliance with all applicable federal, state, and local laws, regulations, ordinances, rules, and guidelines (“Laws”), including, without limitation, the provisions of The Americans with Disabilities Act (ADA), as amended, as applicable to its operations. By submission of a response to this RFP, each Proposer, including any Vendor, acknowledges its intention to conform to the requirements of all such Laws, as applicable. Failure to remain in compliance with any Laws shall constitute good cause for the ECISD to immediately suspend and/or terminate any contract with a Vendor.
- P. Notification of Criminal History of Contractor.**
- (1) Any person, business entity, or representative thereof, including any vendor, that enters into a Contract with the ECISD pursuant to this RFP must provide the ECISD advance notice if such person, including any Vendor, has been convicted of a felony at any time. Such notice must include a general description of the conduct resulting in the felony conviction(s).
 - (2) The ECISD may terminate any contract with a person or business entity, including any Vendor, if the ECISD determines, in its sole discretion, that such person or business entity failed to provide notice to the ECISD as required by subsection (1) above, or in any way misrepresented the facts in such notice. The ECISD agrees to compensate the person or business entity, including any Vendor, for any authorized services performed prior to the termination of any contract pursuant to this paragraph.
- Q. Vendor’s Governing Body(s).** Vendor agrees to provide the ECISD with a current list of all members of the Vendor’s governing body(s), as applicable.
- R. Confidentiality of Records of Individuals.**
- (1) Vendor agrees to keep all protected health information of employees and other persons served under any Contract entered into pursuant to this RFP confidential in accordance with all applicable state and federal laws, statutes, and regulations protecting the confidentiality, privacy, and security of such information.
 - (2) Vendor agrees to institute and implement all appropriate procedures for safeguarding the protected health information of ECISD employees, employees’ dependents, and other persons served under any contract awarded to Vendor under this RFP. The term “protected health information” shall have the meaning set forth under the applicable federal and state HIPAA laws and regulations, as amended from time to time.
- S. Access.** Pursuant to applicable state laws, including, without limitation, Texas Health and Safety Code § 534.060, as amended, Vendor agrees to allow the ECISD and its representatives, including its independent financial auditors, consultants, agents, and/or other authorized governmental agencies, unrestricted access to all requested facilities, data, and other information under the control of the Vendor to enable the appropriate governmental body or the ECISD to audit, monitor, and/or review all financial or programmatic activities related to services associated with this RFP (and any resulting Contract, as applicable).
- T. Retention of Records.** Vendor agrees to retain all records pertinent to this RFP (and any resulting Contract, as applicable) for a period of six (6) years, except as required to be maintained longer by applicable state or federal laws, statutes, and/or regulations.
- U. Staff and Facilities.** The ECISD agrees to allow Vendor the use of the ECISD’s staff and facilities, from time to time, as reasonably necessary to carry out the services provided by Vendor pursuant to this RFP (and any resulting Contract, as applicable).

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V. **Contract Monitoring.** The ECISD shall routinely monitor any Contract entered into pursuant to this RFP to ensure that Vendor complies with the terms of Contract entered into pursuant to this RFP.

W. **Franchise Tax.** If Vendor is a corporation (or other applicable entity) and becomes delinquent in the payment of its Texas Franchise Tax (or any comparable entity tax or levy), then all payments to the Vendor by the ECISD under any Contract entered into pursuant to this RFP may be withheld until such delinquency is remedied by Vendor.

X. **Insurance.** Prior to the commencement of any work by a Vendor under any Contract, Vendor shall provide proof of coverage in a manner and type acceptable to the ECISD. Vendor agrees to maintain, and to cause its representatives to maintain, at Vendor's (or such representatives') sole cost and expense, policies of general liability, worker's compensation liability, and professional liability insurance coverage sufficient to insure Vendor and its representatives against any claims for damages arising in connection with Vendor's responsibilities or the responsibilities of Vendor's representatives under any Contract entered into pursuant to this RFP. The ECISD shall have no duty to pay or perform under any Contract until proof of coverage is provided to, and approved by, the ECISD's Risk Management / Finance Department.

Subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the ECISD, Vendor shall obtain and maintain in full force and effect for the duration of any Contract, and any extension thereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and rated A or better by A.M.

Best Company and/or otherwise acceptable to the ECISD's Risk Management/Finance Department. The ECISD shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the ECISD.

Vendor agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance shall contain provisions providing as follows:

- (1) Name the ECISD and its Board of Trustees, officers, employees, agents, and volunteers as additional insureds as respect to operations and activities of, or on behalf of, the named insured performed under contract with the ECISD, with the exception of the workers' compensation and errors and omissions policies;
- (2) Vendor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the ECISD for liability arising out of operations under the contract with the ECISD;
- (3) Workers' compensation and employers' liability policy shall provide a waiver of subrogation in favor of the ECISD.

If Vendor fails to secure and maintain the aforementioned insurance or endorsements, the ECISD may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under any Contract. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under any Contract.

Y. **INDEMNIFICATION.** VENDOR HEREBY AGREES, TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, TO INDEMNIFY AND HOLD HARMLESS THE ECISD, ITS BOARD OF TRUSTEES, ITS OFFICERS, ITS CONSULTANTS AND AGENTS, ITS EMPLOYEES, AND ALL OTHER ECISD REPRESENTATIVES, AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS RELATED TO THE INVESTIGATION OF ANY SUCH CLAIM, ACTION, OR PROCEEDING), OBLIGATIONS, LOSSES, FINES, PENALTIES, AND ASSESSMENTS RESULTING FROM OR ARISING OUT OF THE NON-PERFORMANCE OR THE NEGLIGENT PERFORMANCE OF VENDOR'S OBLIGATIONS UNDER THIS RFP (AND ANY RESULTING CONTRACT, AS APPLICABLE), WHETHER BY THE VENDOR OR BY ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR OTHER REPRESENTATIVES.

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- Z. Immediate Termination.** The ECISD may terminate this RFP (and any resulting Contract, as applicable) immediately if, at any time (1) the ECISD does not receive the funding to pay for designated services under this Agreement as described in Paragraph D above; (2) Vendor has become ineligible to receive ECISD funds pursuant to the ECISD's policies or procedures, this RFP (and any resulting Contracts, as applicable, or applicable laws or regulations; (3) Vendor or any of Vendor representative has had its Texas license or certification suspended and/or revoked; (4) a Vendor, or any of its representatives, breach any applicable Laws; (5) a Vendor, or any of its representatives, fails to perform in accordance with this RFP or any Contract entered into pursuant to this RFP or pursuant to any negotiated terms and conditions hereof.
- AA. Termination Upon Default.** Either party may terminate any Contract entered into pursuant to this RFP upon thirty (60) days prior written notice if the other party is in default of any of the provisions herein.
- BB. Termination without Cause.** Any Contract entered into pursuant to this RFP may be terminated by either party, without cause, after thirty (60) days prior written notice to the other party.
- CC. Termination by Mutual Consent.** Any Contract entered into pursuant to this RFP may be terminated by the mutual consent of both parties at any time.
- DD. Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this RFP (and any resulting Contract, as applicable), and both parties desire to attempt to resolve the dispute prior to termination or expiration of this RFP (and any resulting Contract, as applicable), or the withholding of any payments, then the parties may refer the issue to a mutually agreeable dispute resolution process or as required by the appropriate state alternative dispute resolution body or authority, as permitted by applicable law.
- EE. Waiver.** No claim or right arising out of a breach of this RFP (and any resulting Contract, as applicable) can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless the waiver or renunciation is supported by consideration and is agreed upon in writing and signed by the aggrieved party.
- FF. Nondiscrimination.** In addition to the representations of Vendor to the ECISD under Paragraph J above, each party agrees that no person will be excluded from participation, denied the benefits of, or be subject to discrimination in the receipt or provision of any services described in this RFP on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, in compliance applicable laws and regulations, including, without limitation, as provided for in the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, including all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
- GG. Amendment.** Unless otherwise specifically provided herein, any Contract entered into pursuant to this RFP may be amended or modified only by the mutual written consent and agreement of an authorized representative of the ECISD and of the Vendor.
- HH. Entire Agreement.** This RFP (and any resulting Contract(s) as applicable) constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- II. Additional Requirements.** If Vendor is required to comply with an additional compliance requirement pursuant to its standards, regulations, resolutions, settlements, or plans, and such compliance requirements result in a material change in Vendor's rights or obligations under any contract entered into pursuant to this RFP or places a material and significant financial burden on

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the Vendor, then the Vendor may, upon giving thirty (30) day notice of such intention, be entitled to re-negotiate such Contract. Notwithstanding the foregoing, ECISD shall not be required to enter into any alternative contractual terms with Vendor pursuant to this or any other provision herein.

JJ. Governing Law and Venue. This RFP (and any resulting Contract, as applicable) shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Hidalgo, County, Texas.

KK. Notices. Any required notices described hereunder shall be in writing and shall be sent to the other party, postage prepaid, by certified mail, return receipt requested. All notices shall be effective as of the date of delivery indicated on the return receipt.

LL. Severability. The invalidity or unenforceability of any term or provision of this RFP or of any Contract resulting from this RFP shall not affect the validity or enforceability of any other term(s) or provision(s).

III. SERVICES, PROPOSAL INSTRUCTIONS AND REQUIREMENTS

a. **Services Requested.** The ECISD is soliciting sealed written proposals for the following below:

1. Benefit Administration System
2. Section 125 Third Party Administrator capable of consolidated services for FSA / COBRA / HIPAA. The proposed Third-Party Administrator is requested to include with their proposal the completed Excel workbook provided by ECISD. **Please Note Carefully.** In quoting, please complete the RFP in the formats provided. To be considered, all fields in spreadsheets must be completed and questionnaires answered in full.

b. **Contract Award.** A Contract, if any, will be awarded to the Proposer(s) whose proposal is deemed to offer the best value to the ECISD with regard to the evaluation factors set forth in Paragraph H below. The initial term of any Contract will be for a period of ONE (1) year, renewable for two (2) additional, one-year periods, at the discretion of the ECISD, upon the same terms and conditions. The initial contract effective date is anticipated to be on or about January 1, 2024, and the initial contract period is anticipated to be January 1, 2024 through December 31, 2025 (the "initial contract period").

The selected Proposer(s)/Vendor(s) shall execute a Contract with the ECISD prior to the Board of Trustees consideration of awarding such Contract. The Contract will not be binding on the ECISD until and unless the Board of Trustees approves such Contract in a public meeting and both parties have fully executed the Contract.

Prior to the award of any Contract, the selected Proposer(s)/Vendor(s) must furnish the ECISD with a "Certificate of Status" showing its existence or authority to transact business in Texas. Out-of-state entities must be registered to do business in Texas, and a "Certificate of Registration" must be provided to the ECISD. Certificates are available from the Secretary of State of Texas.

Each Proposer agrees to obtain written approval from the ECISD prior to communicating with any media source or issuing any press releases, articles, or publications relating to any services rendered pursuant to this RFP.

Proposer warrants by its submission of a proposal that any services or products furnished under any Contract resulting from this RFP do not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim for infringement or violation of any patent, copyright, trade secret, or other proprietary right by any third party against the ECISD, the ECISD shall promptly notify Proposer. **Proposer shall indemnify and defend ECISD from any such claim.**

The laws of the State of Texas, excluding its conflict of laws provisions, govern this RFP and any resulting Contract(s).

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It is expressly understood and agreed that Proposer, and all persons designated by it to provide services in connection with any Contract resulting from this RFP is and shall be deemed to be an independent contractor of the ECISD, responsible for its respective acts, errors, or omissions, and that the ECISD shall in no way be responsible for the Proposer's actions, inactions, or omissions.

- c. **Multi-year Rate Guarantee.** As it is anticipated that the ECISD and the selected Vendor(s) will enter into a Contract(s) for a term of one (1) year. Proposers are encouraged to propose multi-year rate guarantees for all professional services and premiums related to the products described above, and the ECISD will give favorable consideration to proposal responses that include such multi-year rate guarantee. If a Proposer is unable to provide a multi-year rate guarantee, then a Proposer is requested to indicate the maximum guaranteed annual rate increases which may be anticipated by the ECISD, and the basis on which any such increases will be determined and assessed. The ECISD's renewal of any contracts will be determined in the ECISD's sole discretion, and will be based upon multiple factors, including, without limitation, a Vendor's quality of care, nature and quality of services rendered, and annual renewal rates.
- d. **Contract Extensions.** At the expiration of any initial contract period, the ECISD reserves the right, in its sole discretion, to extend the Contract, if and as the ECISD deems an extension to be in the best interest of the ECISD and its employees. Any such Contract extension will be in twelve (12)-month increments for a minimum period of twelve (12)-months and a maximum period of twenty-four (24)-months. In the event that the ECISD has neither extended the Contract nor secured alternative plans or services from another provider on or before the expiration of the initial contract period, then the applicable Vendor's original proposal, as approved and awarded by the ECISD pursuant to this RFP, shall continue in effect on a month-to-month basis upon the mutual agreement of the parties.

The ECISD's extension of a Contract shall be contingent, among other factors, on the ECISD's appropriation of necessary funds for the applicable fiscal year. If, for any reason, the ECISD does not appropriate the necessary funds in any given fiscal year, then the Vendor may elect to terminate the Contract entered into pursuant to this RFP, with no additional liability to the ECISD. The ECISD and the Vendor agree that the termination of any Contract entered into pursuant to this RFP will be the Vendor's sole remedy under this circumstance.

- e. **Eligibility Requirements.** In order for a Proposer's proposal to be considered hereunder, the Proposer must be duly licensed by the State of Texas, have been awarded all necessary certificates of insurance, as determined by the ECISD, and be permitted to contract with the State of Texas and all of its agencies and political subdivisions. Furthermore, each Proposer must demonstrate verifiable experience and good performance providing similar services to accounts similar in complexity and size to the ECISD or larger. Experience with independent consolidated school districts and other similar entities is preferred, as is a working knowledge of laws and regulations specifically applicable to the ECISD (e.g., Texas Tort Claims Act, HIPAA, etc.).

Each Proposer must be able to demonstrate a history of its ability to deliver cost-effective services as well as efficient loss control and claim processing. All proposal submission forms and questionnaires attached hereto must be answered completely and must be included in any submitted proposal. A Proposer's failure to submit all necessary documentation and forms as part of its proposal may result in the ECISD's disqualification of the proposal.

- f. **Desired Coverage.** This RFP solicits proposals that duplicate certain of the ECISD's current benefits and services. Existing volumes for the ECISD's covered persons and their covered dependents must be grandfathered. Additionally, there are active ECISD employees over the age 65, and the ECISD desires that such persons' existing coverages be grandfathered at the current volume. Additionally, there are some ECISD employee spouse amounts over 50% of the ECISD employee volume that must be grandfathered. All product ratings must be based upon the employees/primary covered person's age.

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- g. **Proposal Evaluation Criteria.** All proposals should be submitted as “best and final,” and a Proposer should not assume that there will be another opportunity to re-quote or clarify proposed rates. The ECISD reserves the right, in its sole discretion, to negotiate final benefit designs and resulting rate changes with any finalist(s). The content of a Proposer’s proposals and responses to the illustrations and questionnaires attached hereto will be evaluated by the ECISD during its review and evaluation process. The ECISD’s priority in awarding any Contract(s), will be securing the best possible program(s) for its employees while balancing the ongoing budgeting and financial considerations of the ECISD.

IT IS UNDERSTOOD THAT the ECISD reserves the right, in its sole discretion, to accept or reject any and/or all proposals as the ECISD shall deem to be in the best interest of the ECISD and its employees. In no circumstance shall the ECISD be obligated to accept the lowest proposal submitted by a Proposer pursuant to this RFP. The ECISD’s award of any Contract shall be made to the responsible Proposer whose proposal is, among other factors, determined by the ECISD, in its sole discretion, to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other criteria, as set forth in this RFP.

In determining to whom to award a contract, the ECISD may consider, among other factors;

1. the purchase price;
2. the reputation of the Proposer and of the Proposer’s goods and services;
3. the quality of the Proposer’s goods and/or services;
4. the extent to which the Proposer’s proposed goods and/or services meet the ECISD’s needs and the need of the ECISD’s employees;
5. the Proposer’s past relationship with the ECISD, if any;
6. the total long-term costs to the ECISD to acquire the Proposer’s goods and services;
7. the Proposer’s proposed contract terms and policy conditions;
8. the competitiveness of the Proposers’ response to the RFP;
9. the Proposer’s financial condition and operational strength;
10. the Proposer’s compatibility with providers used by the ECISD’s employees and their beneficiaries;
11. the Proposer’s compatibility with the ECISD’s Human Resources and Finance Department systems;
12. the Proposer’s client and member services capabilities and availability;
13. the nature of the references of other public entity clients concerning the Proposer;
14. the Proposer’s demonstrated capability to control claims costs;
15. the Proposer’s ability to provide multi-year rate guarantees;
16. the Proposer’s ability and willingness to enter into service arrangements that improve the delivery of benefits to the ECISD’s participants;
17. any and all other relevant commercially reasonable factors that an entity would consider in selecting a Vendor(s).

- h. **Proposal Evaluation Factors.** The ECISD will evaluate each Proposal to determine overall responsiveness and qualifications and, using the weighted criteria below, select the proposal providing the best value.

25% - Qualifications/Experience with Similar Size Districts Specific to: Section 125 Third Party Administrator capable of consolidated services for FSA / COBRA / HIPAA

25% - Competitive Benefits, Premiums and Rate Guarantees

35% - Technical Competence and Demonstration of Services

10% - Staffing Capabilities including Local Service

5% - Meeting Current and Future Needs of District

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- i. **Submission of Proposals.** All proposals will be received and acknowledged at the location, date and time specified below. Proposer’s name, address, and the notation **“RFP #23-88, Program Management – Section 125 Third Party Administrator Services to include Cobra, FSA & Benefit Administration System, DEADLINE: April 26, 2023 @ 3:30PM (CST).”** must be clearly marked on the package or email. All proposal responses will be time and date-stamped upon receipt. Proposal responses will be received by the Purchasing Department for ECISD until the deadline specified below, in Paragraph J, then opened publicly, with only the names of Third-Party Administrators/Insurance Companies who presented Proposals for the Products/Services described in this RFP being made public. Late responses will be returned, unopened, to the Proposer.

All Proposals received prior to the deadline specified herein become property of the ECISD upon receipt and are not returnable. Proposer should clearly label any information it deems “Confidential” on the page or pages where such confidential information is contained. Submission of a proposal constitutes Proposer’s acceptance that the ECISD cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Open Meetings Act, the Texas Public Information Act, or other applicable laws or regulation, since information deemed confidential by Proposer may not be considered confidential under Texas law or other applicable law.

Submission of a proposal constitutes Proposer’s acceptance of the ECISD’s evaluation methods and its recognition and acceptance that the evaluation committee members will use some subjective judgments.

ONE (1) METHOD TO SUBMIT RFP PROPOSAL DOCUMENTS

Proposals to provide the services and products described herein must be submitted in a sealed package addressed the party below. Two (2) copies of all signed proposal documents shall be submitted in the sealed package along with two (2) electronic copies of the Proposal on a flash drive.

Edinburg Consolidated Independent School District Office of the Purchasing Director

Attn: Amaro Tijerina, Coordinator of Purchasing 411

North East 8th Avenue, 2nd Floor

Edinburg, Texas 78541

(Do not deliver sealed bids to other ECISD locations)



- j. **Proposal Deadline.** To be considered, proposals must be received by the party designated above on or before **April 26, 2023 @ 3:30 PM (CST)**, at which time, the proposals will be opened and recorded as received. Please mark all envelopes line containing all or portions of a proposal: **“RFP #23-88, Program Management – Section 125 Third party Administrator Services to include Cobra, FSA & Benefit Administration System.”** Proposals received after the submission deadline shall be returned unopened and will not be considered by the ECISD.

After the ECISD’s release of this RFP, no Proposer (including representatives, agents, and subcontractors of Proposer) shall contact any current ECISD Board of Trustees member, officer, or employee to explain, clarify, or discuss a submitted proposal or the evaluation and selection process before a Contract award, except as indicated below. Any Proposer who violates this no-

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lobbying rule may have its Proposal disqualified. Exceptions to this “no-contact” restriction follow; **Proposers may submit questions, requesting clarification, and/or additional information via e-mail to Edinburg Consolidated Independent School District. No phones calls will be accepted.**

Dustin.garza@ecisd.us, d.longoria@ecisd.us, and a.tijerina@ecisd.us

The names of the evaluation committee members are confidential. If additional information is required or desired of a Proposer, then the ECISD will initiate the contact. Information contained in proposals may not be disclosed to anyone other than ECISD staff involved in the evaluation process until any Contract is awarded.

All provisions in a submitted Proposal shall remain valid for 120 days following the deadline for submissions. If a Proposal is accepted, this period extends to the initial term of any contract awarded, and any extension or renewal hereof.

- k. **Agent Commissions.** The ECISD requests all proposals on a direct basis from Proposers. All proposals submitted **MAY INCLUDE FEES AND/OR COMMISSIONS AND FEES/COMMISSIONS MUST BE DISCLOSED.**
- l. **Addenda to the Request for Proposal.** Any additions, deletions, modifications or changes made to this RFP shall be processed through the ECISD’s Purchasing Department. If any addenda are issued to this RFP, then a good faith attempt will be made to deliver them to all prospective entities. However, prior to submitting a proposal, it shall be the responsibility of each Proposer to determine if addenda were or will be issued and, if so, to obtain a copy of such addenda for attachment to this RFP.
- m. **Formalities and Requirements.** All forms included and/or provided in connection with this RFP shall be used by a Proposer in completing this proposal. By submitting a response to this RFP, a Proposer agrees to abide by the terms and conditions set forth in this RFP. Deviations from any requested services or benefits described herein must be explained by the Proposer. The ECISD will not be responsible for missing, lost or late mail and or email.

Enrollment of the group must be on a no loss/no gain basis. Actively-at-work requirements must be waived. No participant can lose coverage as a result of a change in companies. The ECISD, to the extent known, will provide full disclosure to Proposers/Vendor(s) of not actively-at-work individuals. Credit must be given for all waiting periods already satisfied under the ECISD’s current plan.

- n. **Firmness of Proposal.** All proposals shall be firm and effective until the effective date of the plan. Rejection or withdrawal after an offer is accepted shall constitute a breach of contract. Premium rates proposed shall be firm and not subject to change based upon enrollment in any group plan.
- o. **Award of the Contract.** Recommendation for award of a Contract(s), as applicable, will be made to the ECISD Board of Trustees for consideration. Any and all Contract(s) and agreements between a Vendor(s) and the ECISD shall strictly adhere to all applicable statutes and regulations.

All Proposals received prior to the deadline specified herein become property of the ECISD upon receipt and are not returnable. Proposer should clearly label any information it deems “Confidential” on the page or pages where such confidential information is contained. Submission of a proposal constitutes Proposer’s acceptance that ECISD cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Open Meetings Act, the Texas Public Information Act, and/or other applicable laws or regulation, since information deemed confidential by Proposer may not be considered confidential under Texas law or other applicable law.

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p. **Anticipated Timeline for Review of Responses to RFP.**

The anticipated tentative timeline for the ECISD’s RFP process is as follows:

Date	Description
4/6/2023	RFP Release
4/14/2023	Vendor Questions Due
4/19/2023	Vendor Questions Answered
4/26/2023	RFP Submission Deadline 3:30 P.M. (CST)
	Inventory Submissions and Attachments
	RFP Analysis and Vendor Clarifications
	Board Workshops/Board Insurance Committee <ul style="list-style-type: none"> • RFP Results Presentation by Consultant • Vendor Presentations/Interviews • Software Platform Demonstrations
	Approval of Final Contract Award by ECISD Board of Trustees

q. **Non-Warranty of Proposals.** Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the ECISD nor any of its agents or representatives shall be responsible for any statements, representations, errors or omissions in this RFP.

r. **Other Conditions.** During the term of any Contract awarded pursuant to this RFP, and after the expiration or termination of any Contracts awarded by the ECISD for services and products described under this RFP, the ECISD shall be given reasonable audit rights, either via the ECISD’s own personnel and/or via such consultants or other agents engaged by the ECISD, to audit an entity to investigate any claims administration or other services provided to the ECISD or on the ECISD’s behalf, and to evaluate an entity’s overall performance under any applicable contract(s). Vendor hereby agrees to facilitate any such audits and to provide its full cooperation to the ECISD, and/or to the ECISD’s representatives, during any audit process. Performance of all functions hereunder shall be conducted with proper notification per customary industry standards.

Vendor(s) is required to commit to and agree to hold meetings with the ECISD from time to time as may be necessary and/or requested by the ECISD, to discuss, consider, and/or agree upon any future commitments and improvements that may be required, under any applicable contract(s).

No Proposer or Vendor shall collude in any manner, or engage in any practice or activity, with any other organization or entity, which may negatively impact competition or in any way affect the ECISD’s RFP or Contract award process. Any violation of this prohibition in any manner, as determined by the ECISD in its sole discretion, will result in the ECISD’s rejection of the applicable proposal(s) and other applicable consequences as required by law. Notwithstanding the foregoing, Proposers are not precluded from being joint ventures or subcontractors, which are legal and customary in the industry practice.

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Prior to the selection and final award of any Contract(s) to a Vendor(s) pursuant to this RFP, the Vendor(s) shall furnish copies of all documents authorizing the company to conduct business in the State of Texas.

It shall be the responsibility of a Vendor selected by the ECISD pursuant to this RFP to defend, at Vendor's sole cost and expense, any and all claims and actions which may be filed for any failure to pay benefits, or similar claims, under the plan(s) offered.

The ECISD reserves the right to reject any and all proposals, accept any proposal or portion of proposals that are considered advantageous to the ECISD and waive any formalities in the ECISD's RFP process. Unsolicited proposals for coverages not expressly requested in this RFP will be disqualified. Proposals received by the ECISD that do not comply with this RFP will not be considered by the ECISD.



You must provide all required signatures by authorized representatives on all required documents and use only the required forms and formats provided in this RFP to ensure consideration of your proposal. Please use the following Proposal Submittal Checklist to ensure all requirements have been met.

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IV. PROPOSAL SUBMITTAL CHECKLIST

Name of entity submitting proposal (Proposer): _____
(Forms must be enclosed IN THE ORDER SPECIFIED BELOW & signed by Proposer, as applicable)

Forms: These are mandatory for consideration

- _____ A.1 Proposal Certification and Declaration of Compliance Form
- _____ A.2 Conflict of Interest Questionnaire
- _____ A.3 Anti-Collusion Certification
- _____ A.4 Litigation Disclosure Form
- _____ A.5 Client References List
- _____ A.6 Deviation Form
- _____ A.7 Certificate of Authority
- _____ A.8 Certification of Interested Parties Form (to be filled out online at the address indicated)

_____ **Proposal Submittal Format: page**

Questionnaires : Appendix A (Excel Format)

- _____ Section 125 Third Party Administrator Services to include Cobra and FSA
- _____ Vendor Voluntary Product and Program Management
- _____ Benefit Administration System

_____ **Appendix B (Excel Format)**

(Proposer/Vendor must follow these guidelines for proper submission)

V. FORMS TO BE RETURNED WITH PROPOSAL: The ECISD requires that each of the forms/items listed below and included in this section be signed/completed and submitted to the District, along with the proposal.

- A.1 - Proposal Certification and Declaration of Compliance Form
- A.2 - Conflict of Interest Questionnaire
- A.3 - Anti Collusion Certification
- A.4 - Litigation Disclosure Form
- A.5 - Client References List
- A.6 - Deviation Form
- A.7 - Certificate of Authority
- A.8 – Certification of Interested Parties Form (to be filled out online at the address indicated)

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**FORM A.1
PROPOSAL CERTIFICATION AND DECLARATION OF COMPLIANCE**

The undersigned, as the proposing insurance company (the "Proposer"), does hereby declare that its authorized representatives have read and understand the specifications set forth in this Edinburg Consolidated Independent School District Request for Proposals for Voluntary Benefits and Program Management and with full knowledge of the specifications requirements herein, does hereby agree to furnish all services and afford all provisions of coverage in full accordance with the RFP specifications and requirements.

The Proposer affirms that, to the best of its knowledge, the contents of its submitted proposal comply with the terms of this RFP, have been arrived at independently, and is submitted without collusion to obtain information or gain any favoritism that would, in any way, limit competition or give an unfair advantage to one or more Proposers in the award of the ECISD's insurance products and services.

Proposer	
Address	
City	
State	
Zip	
Authorized Agent for Proposer	
Signature	
Name (typed or written)	
Title	

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**FORM A.2
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. 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). 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. 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.</small></p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 <input style="width: 80px;" type="text"/> Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input style="width: 80px;" type="text"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;"><input type="checkbox"/></p> <p><small>(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.)</small></p>		
<p>3 <input style="width: 80px;" type="text"/> Name of local government officer with whom filer has employment or business relationship.</p> <p>_____</p> <p>Name of Officer</p> <p>This section (item 3 including subparts A, B, C & 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><input style="width: 80px;" type="text"/></p>		
<p>4 <input style="width: 80px;" type="text"/></p>		
<p>_____ Signature of person doing business with the governmental entity</p>		<p>_____ Date</p>

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**FORM A.4
LITIGATION DISCLOSURE FORM**

The undersigned, as the proposing insurance company (the "Proposer"), does hereby declare that the following information is true and correct for the past (5) years (except as otherwise provided) and shall be updated by Proposer/Vendor from time to time, as applicable. Submit supplemental pages as needed.

1. Has the Proposer entity, its affiliates, and/or any of its subsidiaries subjected to any contract during the past five (5) years that creates a conflict of interest with and/or prohibits or limits the firm, its affiliates, and/or subsidiaries from providing services to the ECISD? If yes, please explain in detail.

2. Has the Proposer entity or any of its officers ever been convicted of a felony or been involved in any claim or litigation against the ECISD or any other entity within the past five (5) years? If yes, provide details.

3. Has Proposer entity been involved in any litigation with a client *directly related to the services provided by Proposer* during the past five (5) years that would have a material effect on a contract with the ECISD? If yes, be prepared to provide a summary of involvement and outcome, if requested by the ECISD.

4. Has the Proposer entity been on any federal or state disbarred list during the past five (5) years? If yes, please provide detailed explanation.

5. Within the past **ten (10) years**, has Proposer entity, its parent corporation, or any partner or principal of the firm or its parent corporation (a) filed a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, (b) made an assignment for the benefit of creditors, (c) voluntarily suspended transaction of business, become insolvent or unable to pay its debts as they mature, or (d) applied for or consented to the appointment of any receiver or trustee for any such entity or person or of all or any substantial portion of the property of any such entity or person? If yes, and this fact would have a material effect on the proposed services, please provide a detailed explanation.

Entity Name	Authorized Proposer Signature
Street Address	Type Signatory's Name & Title
City and State	Telephone Number
Proposer Name	Fax Number
Proposer Street Address	City and State

**FORM A.5
CLIENT REFERENCES LIST**

Please provide four (4) references for groups that have been insured with your entity for at least three years and within the past five (5) years. Please try to include all School Districts of similar size to the ECISD, as applicable.

Entity Name: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Entity Name: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Entity Name: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Entity Name: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

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**FORM A.6
DEVIATION
FORM**

1. Deviation(s) – Any deviations to the RFP specifications shall be listed below identifying the section and/or item number and a clearly defined explanation for the deviations.
2. It is the Proposer's responsibility to submit a proposal that meets all specifications stated within the RFP.
3. Failure to properly identify deviations may render the Proposer/Vendor's proposal non-responsive and not capable of consideration for award.
4. Proposers should note that a descriptive brochure of the proposed model may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations _____

YES - Deviations _____

List any deviations your company is submitting below:

Company Name

Print Name of Authorized Company Official

Signature of Authorized Company Official

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**FORM A.7
CERTIFICATE OF AUTHORITY**

- Please attach Company Certificate of Authority

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FORM A.8

CERTIFICATION OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
3. Register and complete Form 1295 online - include the bid/proposal # and the contract Bid,CSP,RFQ,RFP name,
4. Print a copy of the submitted Form 1295 - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

Definitions:

- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
 - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person’s participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

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A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1, 4 and 6 if there are interested parties. Complete Nos. 2, 3, 5 and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Vendor Name		CERTIFICATION OF FILING Certificate Number:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Edinburg CISD		Date Filed:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Use District's Proposal # & Proposal Title located on cover page of solicitation		Date Acknowledged:	
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
Example			
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____ My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.0.3337

RFP 23-88, Program Management – Section 125 Third Party Administrator Services to include Cobra, FSA & Benefit Administration System

VI. REQUIRED RESPONSE FORMAT

The responses to this Request for Proposals will consist of EIGHT (8) specific information subject areas which must be completed and returned in the order indicated below with each section divided and number tabbed with the appropriate section title.

TAB 1: Cover Letter – Letter shall be addressed Purchasing Director and shall include the complete name of company or person(s) submitting the proposal, main office address, primary contact person’s name, title, telephone number and email address.

TAB 2: Table of Contents – Clearly defined sections and pages numbered.

TAB 3: Executive Summary – A brief summary of the proposal stating the proposer’s understanding of the requested products and services and highlights of the proposed solution.

TAB 4: Vendor Profile and Qualifications – Include company and executive information, including management team, and qualifications of key staff assigned to the implementation of products and services.

TAB 5: Experience – State length of time the company has been in business. Provide description of local government experience and experience completing similar projects.

TAB 6: Required Forms – Please attach completed forms from page 20 as instructed, use provided checklist.

TAB 7: Response Workbook – Responses to Appendix A of the RFP (Excel Format) must be provided in this section of the company’s proposal. Please generate printed documents from Excel to be added to this section for hard copy versions of proposal.

TAB 8: Questionnaire and Illustrations – Responses to Appendix B of the RFP (Excel Format) must be provided in this section of the company’s proposal. Please generate printed documents from Excel to be added to this section for hard copy versions of proposal.

VII. CORRESPONDENCE/CLARIFICATIONS

Please direct all correspondence regarding RFP #23-88, Program Management – Section 125 Third party Administrator Services to include Cobra, FSA & Benefit Administration System

Email:

d.longoria@ecisd.us

a.tijerina@ecisd.us

dustin.garza@ecisd.us

NO PHONE CALLS PLEASE