



# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311 FX: (956) 383-7687

CARMEN GONZÁLEZ, President  
XAVIER SALINAS, Vice-President  
LUIS ALAMIA, Secretary  
MIGUEL "MIKE" FARIAS, Member  
LETTY FLORES, Member  
LETICIA "LETTY" GARCIA, Member  
DOMINGA "MINGA" VELA, Member  
*Dr. Mario H. Salinas, Superintendent*

## Request for Qualifications

NO: 24-52

TITLE: AGENT(S) OF RECORD

This RFQ includes the following forms:

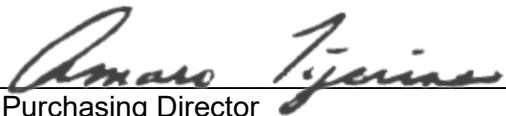
- Background Information on Edinburg CISD
- Standard Terms & Conditions
- RFQ Instructions & Requirements
- RFQ Submittal Checklist
- Forms to be Returned with RFQ
- Required Response Format
- Correspondence/Clarifications

**CLOSING TIME/DATE:**

Closing Time: 3:30 P.M.  
Closing Date: April 23, 2024

**BUYER:**

**ClauDina Longoria, Senior Buyer**  
Phone: 956-289-2311, Ext.2135  
Fax: 956-383-7687  
Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

  
Purchasing Director 3/8/24  
Date

**DELIVER BIDS TO:**

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

Date uploaded: March 8, 2024

\*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 AND CURRENTLY REQUESTING PROPOSALS FOR RFP-24-51 – VOLUNTARY BENEFITS AND PROGRAM MANAGEMENT (AS LISTED BELOW)**

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 five high schools, seven middle schools, 31 elementary schools, and three alternative education campuses. ECISD has over 5,100 employees and approximately 33,970 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 2023-2024 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](http://www.ecisd.us) under the Departments tab/Benefits Department/Employee Benefits Guide 2023-2024 or paste the link below into your browser.

[https://www.ecisd.us/apps/pages/index.jsp?uREC\\_ID=1311447&type=d&pREC\\_ID=1575694](https://www.ecisd.us/apps/pages/index.jsp?uREC_ID=1311447&type=d&pREC_ID=1575694)

**Goals and Objectives.** ECISD wishes to investigate benefit alternatives that will deliver long-term solutions to the continuing, rising cost of insurance. Services to be provided by vendors must be consolidated and comprehensive.

**NO COST to ECISD: It is the intent of the ECISD that the full costs of the marketing, enrollment, financing, or administration of any employee benefits program awarded in response to this request will be collectively and, to the greatest extent possible uniformly borne by the vendor or vendors to any award hereunder is made. It is also the intent of the ECISD that, to the greatest extent possible, the costs of administration of the products selected hereunder not be passed on the District's employees in the form of increased product premiums.**

**The contemplated methodology will be for each of the Voluntary Benefit Products selected under this RFP to pay to the Benefits administrator a monthly technology fee equal to the lesser of five percent (5%) of the monthly (or other periodic payment) product premium or One Dollar (\$1.00) per covered employee per month.**

**In addition, in order to support the enrollment and other agent-type services to be provided jointly under this RFP by the selected benefits administrator, it is the intent of the District to charge each product provider selected a fixed percentage of any agent commissions.**

**This RFP is for carriers only, do not list any brokers or agents on your submittal. Please include normal industry commissions within your premium rates.**

**Please note. It will be mandatory that the successful bidders under this RFP commit to working together to assure a full and completely integrated electronic enrollment and administration process.**

**II. STANDARD TERMS AND CONDITIONS AFFECTING RFQ AND CONTRACT**

- A. Preparation of Request for Statement of Qualifications.** Potential respondents (individually and collectively, a “Responder(s)” or “Responders”) should read this RFQ 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 RFQ. Any cost or expense incurred by Proposers related to this RFQ 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. Selection.** The ECISD/Board of Trustees will select the best qualified respondent(s) and which will provide the best value for the District. In fact, the ECISD may accept or reject any RFQ received if the Board of Trustees, in the exercise of its best judgment, determines that a respondent will best serve the interest of the ECISD and its employees. The ECISD reserves the right to accept or reject any or all RFQ’s in their entirety or any portions of the RFQ that are considered disadvantageous to the ECISD, to waive all formalities or irregularities in the ECISD’s RFQ process, to cancel the entire RFQ, issue a subsequent RFQ, remedy technical errors in the RFQ process, waive minor informalities and irregularities, contact any Respondent for clarification after opening of the RFQ’s, negotiate with any, all, or none of the Respondents, and accept any RFQ, whether or not there are negotiations subsequent to its receipt.

Statement of Qualifications submitted to the ECISD that do not comply with this RFQ will not be considered by the ECISD.

This RFQ 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 Respondent(s) whose RFQ(s) is deemed to offer the best value to the ECISD (referred to herein as, a “Vendor(s)”). Any Contract awarded to a Vendor(s) pursuant to this RFQ, 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 RFQ. In submitting a proposal in response to this RFQ, all Respondent(s) agree to adhere to the terms, representations, disclosures, provisions, duties, and warranties set forth under this RFQ, 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 Qualifications (RFQ) and the RFQ 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 RFQ, 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 venturer, 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.
- (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 RFQ.
- (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 RFQ, a Respondent affirms that no gratuities were offered or given, nor will be offered or given at any time hereafter, by a Respondent 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 RFQ. 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 Respondent, cancel this RFQ (and any resulting Contract, as applicable) without liability to Vendor or Respondent if the ECISD determines, in its sole discretion, that any gratuity was offered to or given by a Respondent or Vendor, or any agent, or representative of the Respondent 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 RFQ 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 RFQ (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 Respondent 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 RFQ (and any resulting Contract, as applicable).
- 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 RFQ, each Respondent, 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 RFQ 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 RFQ 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 RFQ. 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 RFQ (and any resulting Contract, as applicable).

- T. **Retention of Records.** Vendor agrees to retain all records pertinent to this RFQ (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 RFQ (and any resulting Contract, as applicable).
- V. **Contract Monitoring.** The ECISD shall routinely monitor any Contract entered into pursuant to this RFQ to ensure that Vendor complies with the terms of Contract entered into pursuant to this RFQ.
- 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 RFQ 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 RFQ. 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 RFQ (AND ANY RESULTING CONTRACT, AS APPLICABLE), WHETHER BY THE VENDOR OR BY ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR OTHER REPRESENTATIVES.**

- Z. Immediate Termination.** The ECISD may terminate this RFQ (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 RFQ (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 RFQ or any Contract entered into pursuant to this RFQ or pursuant to any negotiated terms and conditions hereof.
- AA. Termination Upon Default.** Either party may terminate any Contract entered into pursuant to this RFQ upon thirty (30) 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 RFQ may be terminated by either party, without cause, after thirty (30) days prior written notice to the other party.
- CC. Termination by Mutual Consent.** Any Contract entered into pursuant to this RFQ 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 RFQ (and any resulting Contract, as applicable), and both parties desire to attempt to resolve the dispute prior to termination or expiration of this RFQ (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 RFQ (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 RFQ 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 RFQ 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 RFQ (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 RFQ or places a material and significant financial burden on 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 RFQ (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 RFQ or of any Contract resulting from this RFQ shall not affect the validity or enforceability of any other term(s) or provision(s).

**MM. Certification of Compliance with Texas Family Code:** Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**NN. Certification of House Bill 89, Section 2270.001 Texas Government Code:** Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "Boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**OO. Certification of Senate Bill 252, Section 2252 Texas Government Code:** Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

Does Vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**PP. Certification of Senate Bill 13, Sections 809 and 2274 Texas Government Code:** Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Does Vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**QQ. Certification of Senate Bill 19, Section 2274 Texas Government Code:** In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

Does Vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**RR. Certification of Senate Bill 2116, Sections 2274 and 113 Texas Government Code:** PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

Does Vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**SS. Certification of Applicability to Subcontractors:** Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**TT. Certification of TEC 22.0834 Criminal History Record Information Review of Certain Employees; Fingerprint Background Criminal History Information Checks:** Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the

approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**UU. Certification of Government Code 552.104(c):** A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**VV. Certification of Government Code 2272.003(a):** A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a) "Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**WW. Certification of Government Code 403.106(A) Lobbying Restriction – Tobacco Education Grant Funds:** CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**XX. Debarment and Suspension (Executive Orders 12549 and 12689):** By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### III. QUALIFICATIONS SERVICES, INSTRUCTIONS AND REQUIREMENTS

- A. QUALIFICATIONS AND EXPERIENCE.** The District is interested in entering into an agreement with an Agent(s) of Record who is able to maximize the value of the Employee Benefits Program. This will require an Agent(s) of Record who is experienced with school districts and/or other public entities, and who is available and accessible to the staff.
- B. AGENT OF RECORD SERVICES.** Assisting the District in Open Enrollment and individual/new-hire enrollment meetings, and preparation of enrollment and payroll deduction spreadsheets; assisting District staff, employees and others with enrollment, claim and other service issues, and answering questions related to benefits; Assisting staff with eligibility management, application review and processing and providing enrollees and those enrolling in benefits with confirmation forms showing elections and costs; handling all enrollment, re-enrollment, and other related tasks in both paper and online/electronic formats, and other tasks as assigned by ECISD.
- C. Contract Award.** A Contract, if any, will be awarded to the Respondent(s) whose RFQ is deemed to offer the best value to the ECISD. The initial term of any Contract will be for a period of three (3) years, 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, 2025, and the initial contract period is anticipated to be January 1, 2025 through December 31, 2027 (the "initial contract period").

The selected Respondent(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. The awarded vendor will receive commissions based on standardized industry rates per product, and all products and rates vary based on the awarded carrier(s) by the Board of Trustees.

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 RFQ.

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

It is expressly understood and agreed that Respondent, and all persons designated by it to provide services in connection with any Contract resulting from this RFQ 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 Respondents' actions, inactions, or omissions.

- a. **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 three (3) years, Respondents are encouraged to propose multi-year rate guarantees for all professional services related to the products described above, and the ECISD will give favorable consideration to responses that include such multi-year rate guarantee. 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.

- b. **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 RFQ, as approved and awarded by the ECISD pursuant to this RFQ, 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 RFQ, with no additional liability to the ECISD. The ECISD and the Vendor agree that the termination of any Contract entered into pursuant to this RFQ will be the Vendor's sole remedy under this circumstance.

- c. **Eligibility Requirements.** In order for a Respondent's RFQ to be considered hereunder, Respondent 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 Respondent 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 Respondent 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 RFQ. A Respondent's failure to submit all necessary documentation and forms as part of its proposal may result in the ECISD's disqualification of the RFQ.

IT IS UNDERSTOOD THAT the ECISD reserves the right, in its sole discretion, to accept or reject any and/or all RFQ's as the ECISD shall deem to be in the best interest of the ECISD and its employees. The ECISD's award of any Contract shall be made to the responsible Respondent whose RFQ 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 qualifications and experience as set forth in this RFQ.

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

1. the reputation of the Respondent's and of the Respondent's services;
2. the quality of the Respondent's services;
3. the extent to which the respondent's services meet the ECISD's needs and the need of the ECISD's employees;
4. the Respondent's past relationship with the ECISD, if any;
5. the total long-term costs to the ECISD to acquire the Respondent's services;
6. the Respondents contract terms and policy conditions;
7. the competitiveness of the Respondent's response to the RFQ;
8. the Respondent's financial condition and operational strength;
9. the Respondent's compatibility with providers used by the ECISD's employees and their beneficiaries;
10. the Respondent's compatibility with the ECISD's Insurance Department, Human Resources and Finance Department systems;
11. the Respondent's client and member services capabilities and availability;
12. the nature of the references of other public entity clients concerning the Respondent;
13. the Respondent's ability and willingness to enter into service arrangements that improve the delivery of benefits to the ECISD's participants;

- d. **Submission of Qualifications.** All RFQ's will be received and acknowledged at the location, date and time specified below. Respondent's name, address, and the notation "**RFQ #24-52, Agent(s) of Record, DEADLINE: April 23, 2024 3:30PM (CST).**" must be clearly marked on the package or email. All RFQ responses will be time and date-stamped upon receipt. RFQ 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 Agent(s) of Records who presented RFQ's for the Products/Services described in this RFQ being made public. Late responses will be returned, unopened, to the Respondent.

All RFQ's received prior to the deadline specified herein become property of the ECISD upon receipt and are not returnable. RFQ's should clearly label any information it deems "Confidential" on the page or pages where such confidential information is contained. Submission of a RFQ constitutes Respondent'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 Respondent may not be considered confidential under Texas law or other applicable law.

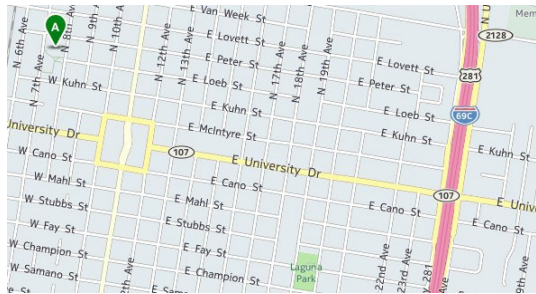
Submission of a RFQ constitutes Respondent's acceptance of the ECISD's evaluation methods and its recognition and acceptance that the evaluation committee members will use some subjective judgments.

**ONE (1) METHOD TO SUBMIT RFQ DOCUMENTS**

Statement of Qualifications to provide the services described herein must be submitted in a sealed package addressed to the party below. One (1) original and One (1) copy of all signed RFQ documents shall be submitted in the sealed package along with one (1) electronic copies of the RFQ on a flash drive.

**Edinburg Consolidated Independent School District Office of the Purchasing Director  
Attn: Amaro Tijerina, Coordinator of Purchasing 411 North East 8<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Edinburg, Texas 78541**

(Do not deliver sealed bids to other ECISD locations)



- e. **RFQ Deadline.** To be considered, **RFQ's must be received by the party designated above on or before April 23, 2024, 3:30 PM (CST)**, at which time, the RFQ's will be opened and recorded as received. Please mark all envelopes line containing all or portions of a RFQ: "**RFQ #24-52, Agent(s) of Records.**" RFQ's received after the submission deadline shall be returned unopened and will not be considered by the ECISD.

After the ECISD's release of this RFQ, no respondent (including representatives, agents, and subcontractors of Respondent) shall contact any current ECISD Board of Trustees member, officer, or employee to explain, clarify, or discuss a submitted RFQ or the evaluation and selection process before a Contract award, except as indicated below. Any RFQ who violates this no-lobbying rule may have its RFQ disqualified. Exceptions to this "no-contact" restriction follow; Respondents **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](mailto:dustin.garza@ecisd.us), [a.tijerina@ecisd.us](mailto:a.tijerina@ecisd.us), and [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

The names of the evaluation committee members are confidential. If additional information is required or desired



of a Respondent, then the ECISD will initiate the contact. Information contained in respondents 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 RFQ shall remain valid for 120 days following the deadline for submissions. If a Respondent is accepted, this period extends to the initial term of any contract awarded, and any extension or renewal hereof.

- f. **Addenda to the Request for Respondent**. Any additions, deletions, modifications or changes made to this RFQ shall be processed through the ECISD’s Purchasing Department. If any addenda are issued to this RFQ, then a good faith attempt will be made to deliver them to all prospective entities. However, prior to submitting a RFQ, it shall be the responsibility of each Respondent to determine if addenda were or will be issued and, if so, to obtain a copy of such addenda for attachment to this RFQ.
- g. **Formalities and Requirements**. All forms included and/or provided in connection with this RFQ shall be used by a Respondent in completing this RFQ. By submitting a response to this RFQ, a Respondent agrees to abide by the terms and conditions set forth in this RFQ. Deviations from any requested services or benefits described herein must be explained by the Respondent. 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 Respondent/Vendor(s) of not actively-at-work individuals. Credit must be given for all waiting periods already satisfied under the ECISD’s current plan.

- h. **Firmness of RFQ**. All RFQ’s 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.
- i. **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 RFQ’s received prior to the deadline specified herein become property of the ECISD upon receipt and are not returnable. Respondent should clearly label any information it deems “Confidential” on the page or pages where such confidential information is contained. Submission of a RFQ constitutes Respondent’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 Respondent may not be considered confidential under Texas law or other applicable law.

- j. **Anticipated Timeline for Review of Responses to RFQ**.

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

Date	Description
3/6/2024	RFQ Release
3/22/2024	Vendor Questions Due
3/29/2024	Vendor Questions Answered
4/23/2024	RFQ Submission Deadline 3:00 P.M. (CST)
	Inventory Submissions and Attachments
	RFQ Analysis and Vendor Clarifications
	Board Workshops/Board Insurance Committee <ul style="list-style-type: none"> <li>• RFQ Results Presentation by ECISD</li> <li>• If applicable, Vendor Presentations/Interviews</li> </ul>
	Approval of Final Contract Award by ECISD Board of Trustees

- k. **Non-Warranty of Proposals.** Due care and diligence has been exercised in the preparation of this RFQ, 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 RFQ.
  
- l. **Other Conditions.** During the term of any Contract awarded pursuant to this RFQ, and after the expiration or termination of any Contracts awarded by the ECISD for services described under this RFQ, the ECISD shall be given reasonable audit rights, either via the ECISD's own personnel 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 Respondent 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 RFQ 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 RFQ(s) and other applicable consequences as required by law. Notwithstanding the foregoing, Respondents are not precluded from being joint ventures or subcontractors, which are legal and customary in the industry practice.

Prior to the selection and final award of any Contract(s) to a Vendor(s) pursuant to this RFQ, 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 RFQ 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 RFQ, accept any RFQ or portion of RFQs that are considered advantageous to the ECISD and waive any formalities in the ECISD's RFQ process. Unsolicited RFQs for coverages not expressly requested in this RFQ will be disqualified. Statement of Qualifications received by the ECISD that do not comply with this RFQ 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 RFQ to ensure consideration of your RFQ. Please use the following RFQ Submittal Checklist to ensure all requirements have been met.**

**D. RFQ SUBMITTAL CHECKLIST**

Name of entity submitting RFQ (Respondent): \_\_\_\_\_  
(Forms must be enclosed IN THE ORDER SPECIFIED BELOW & signed by Respondent, 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)

\_\_\_\_\_ **RFQ Submittal Format: page**

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

E. **FORMS TO BE RETURNED WITH RFQ:** 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 RFQ.

A.1 – Respondent 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, if applicable)

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

The undersigned, as the proposing insurance company (the “Respondent”), does hereby declare that its authorized representatives have read and understand the specifications set forth in this Edinburg Consolidated Independent School District Request for Qualifications for Agent of Record 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 RFQ specifications and requirements.

The Respondent affirms that, to the best of its knowledge, the contents of its submitted Respondent comply with the terms of this RFQ, 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 Respondents in the award of the ECISD’s insurance products and services.

<b>Respondent</b>	
<b>Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip</b>	
<b>Authorized Agent for Respondent</b>	
<b>Signature</b>	
<b>Name (typed or written)</b>	
<b>Title</b>	

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

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> 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 vendor 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 7<sup>th</sup> business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A vendor commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor doing business with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete Subparts A and B for each employment or business relationship described. Attached additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.03(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 \_\_\_\_\_

Signature of vendor doing business with the governmental entity \_\_\_\_\_  
Date

**FORM A.3  
ANTI-COLLUSION CERTIFICATION**

By submission of its RFQ, the responding insurance company (the "Respondent") certifies that:

- (1) The Respondent has been independently arrived at without collusion with any other responder or with any competitor;
- (2) This RFQ has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of RFQ for this project, to any other respondent, competitor, or potential competitor;
- (3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a RFQ;
- (4) The person signing this RFQ certifies that he/she has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Authorized Respondent Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Type Signatory's Name & Title

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Respondent Street Address

\_\_\_\_\_  
City and State



**FORM A.4  
LITIGATION DISCLOSURE FORM**

The undersigned, as the responding insurance company (the "Respondent"), 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 Respondent/Vendor from time to time, as applicable. Submit supplemental pages as needed.

- 1. Has the Respondent 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.

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- 2. Has the Respondent 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.

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- 3. Has Responder entity been involved in any litigation with a client *directly related to the services provided by Responder* 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.

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

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- 5. Within the past **ten (10) years**, has Responder 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 Responder Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Type Signatory's Name & Title

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Responder Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Responder 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: \_\_\_\_\_

**FORM A.6  
DEVIATION FORM**

1. Deviation(s) – Any deviations to the RFQ specifications shall be listed below identifying the section and/or item number and a clearly defined explanation for the deviations.
2. It is the Responder’s responsibility to submit a RFQ that meets all specifications stated within the RFQ.
3. Failure to properly identify deviations may render the Responder/Vendor’s RFQ non- responsive and not capable of consideration for award.
4. Responders should note that a descriptive brochure of the responder 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

**FORM A.7**  
**CERTIFICATE OF AUTHORITY**

- Please attach Company Certificate of Authority

## 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](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 30<sup>th</sup> 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](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](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>

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](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. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.  Vendor Name		Certificate Number:	
<b>2</b> 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:	
<b>3</b> 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			
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b>  My name is _____, and my date of birth is _____.  My address is _____, _____, _____, _____, _____. <span style="margin-left: 100px;">(street)</span> <span style="margin-left: 100px;">(city)</span> <span style="margin-left: 100px;">(state)</span> <span style="margin-left: 100px;">(zip code)</span> <span style="margin-left: 100px;">(country)</span>  I declare under penalty of perjury that the foregoing is true and correct.  Executed in _____ County, State of _____, on the ____ day of _____, 20____. <span style="margin-left: 100px;">(month)</span> <span style="margin-left: 100px;">(year)</span>  <div style="text-align: center;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>			

**F. REQUIRED RESPONSE FORMAT**

The responses to this Request for Qualifications will consist of EIGHT (6) 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 RFQ, 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 RFQ stating the respondents understanding of the requested services and highlights of the proposed solution.
- TAB 4: Vendor Profile and Qualifications** – Include company and executive information, including management team, insurance licenses 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 18 as instructed, use provided checklist.



**G. CORRESPONDENCE/CLARIFICATIONS**

Please direct all correspondence regarding RFQ #24-52, Agent(s) of Record

Email:

[dustin.garza@ecisd.us](mailto:dustin.garza@ecisd.us)

[a.tijerina@ecisd.us](mailto:a.tijerina@ecisd.us)

[d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

**NO PHONE CALLS PLEASE**