



## REQUEST FOR PROPOSALS

RFP # 15-11-05

**HISD 457(B) Deferred Compensation Plan**

The Houston Independent School District (“HISD” and/or the “District”) is soliciting proposals for **HISD 457(B) Deferred Compensation Plan** as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals (“RFP”). An original and at least 2 ea copy and digital 3 ea copies of the proposal must be submitted in accordance with the instructions set out herein to:

Houston Independent School District  
Board Services - Room 1C03  
Attn: **Deyen Greene-Evans**  
RFP/ **HISD 457(B) Deferred Compensation Plan**  
4400 West 18<sup>th</sup> Street  
Houston, TX 77092

Each set of the proposal must be submitted in a binder. The original proposal must be labeled “ORIGINAL” and contain original signatures. The copies of the original must be labeled “COPY.”

Each binder and any container for the binder(s) must be labeled on the outside with the Proposer’s name, address, the RFP number and the RFP name.

Proposals will be received at the above address until **March 9, 2016 @ 2 pm.** A pre-proposal conference will be held in conjunction with the RFP at **February 24, 2016 10:00 am -11:30 am, M.C. Williams Middle School – Annex Building, HISD Retirement Storefront, 6100 Knox Street, Houston, TX 77091-4143.** Submitting proposals prior to the pre-proposal conference is not recommended, and such proposals may be rejected by HISD. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFP. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. HISD will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by HISD.

**The District will award this RFP to a single respondent, multi-supplier award, or line item award,** based upon the evaluation of all proposals received. More details regarding evaluation of proposals are included in Section III, which is the Scope of Work and Specific Conditions section of this RFP.

*Richard L. Gay*

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Richard L. Gay, CPPO  
Procurement Officer

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Date

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## I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

**1.1 GENERAL INFORMATION:** The following instructions by the District are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by Texas Education Code (TEC), other applicable Texas state statutes, and all local Board of Education (Board) policies.

**1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST:** The Board of Education (Board) has adopted a "Code of Silence" policy (ref. [Board Policy CAA \(Local\)](#)) and a "Conflict of Interest Disclosures" policy (ref. [Board Policy BBFA \(Local\)](#)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

1.1.2 The "Code of Silence" shall mean a prohibition on any communication regarding any RFP, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the HISD Foundation and the HISD Public Facility Corporation), including a potential vendor or vendor's representative, and
2. Board members, the Superintendent of Schools, senior staff members, principals, department heads, directors, managers, or other District representatives who have influence in the evaluation or selection process.

The "Code of Silence" time period shall begin when the Request for Proposal (RFP) is issued and ends upon the execution of the contract. During the "Code of Silence", campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

The "Conflicts of Interest Disclosures" requires a Board member to disclose and recuse himself or herself from voting on any contract, agreement, or any other District transaction involving an entity or related officer and/or key employee who has provided campaign contributions during the preceding 12 month period in excess of \$500.

Board Policy CAA (Local) pertaining to the "Code of Silence" and Board Policy BBFA (Local) pertaining to "Conflicts of Interest Disclosures" are attached by URL link above and incorporated by reference. Please review the policies carefully and ensure that the policies are followed in all respects. Proposer(s) agree and understand that non-compliance with the "Code of Silence" policy may result in disqualification. Furthermore, the failure of a Board member to disclose a conflict of interest may result in the debarment of a vendor for 24 months.

1.1.3 By submitting a proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

1.1.4 The designated project manager during the proposal process shall be **Deyen Greene-Evans**, Procurement Services, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092 or, [dgreenee@houstonisd.org](mailto:dgreenee@houstonisd.org). **All communications pertaining to the RFP shall be addressed in writing to the Project Manager, as indicated in the next paragraph.**

1.1.5 Questions concerning the RFP will be answered only if sent to the Procurement Services Department, in writing via email to [dgreenee@houstonisd.org](mailto:dgreenee@houstonisd.org), on or before 3:00 /P.M. Central Time February 29, 2016. If there is a pre-proposal conference, responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions and responses from the pre-proposal conference. All questions submitted in writing to

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the Project Manager prior to the deadline will be answered in the form of addenda. All addenda will be posted on the HISD Procurement website. Signed copies of all posted Addendum should be submitted with the RFP submission.

The Board of Education has approved a resolution establishing policy requiring Supplier(s) to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded.

Proposer(s) shall provide the District with a statement concerning any indebtedness, including personal and real property taxes, when submitting responses.

1.1.6 In an effort to encourage minority and women owned businesses to participate in HISD business and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. Interested Proposer(s) should obtain additional information concerning the District's location of schools and offices and consider submitting their proposal for any one or more schools and/or departments, or the entire District.

1.1.7 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit HISD, in any way, to pay any costs in the preparation and submission of the proposal. Nor does the issuance of the RFP obligate HISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

**1.2 DEFINITIONS AND TERMS:** In this RFP, terms are used as follows:

1.2.1 "Agreement" is defined in Section II, General Terms and Conditions.

1.2.2 "HISD, owner, district, and/or government entity" refers to Houston Independent School District.

1.2.3 "Proposer" refers to the person/firm that submits the proposal to this RFP.

1.2.4 "Project" means the Scope of Work for furnishing goods and services.

1.2.5 "Proposal" refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

1.2.6 "RFP" refers to this Request for Proposal.

1.2.7 "Scope of Work" is set forth in Section III. Scope of Work and Specific Conditions.

1.2.8 "Supplier" and/or "Vendor" refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

1.2.9 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

**1.3 SPECIFICATIONS:** Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in the Scope of Work and Specific Conditions Section of this RFP at paragraph 3.5. All exceptions to the specifications and requirements of the RFP must be noted in detail in the Proposal Exception Form (Form E hereto) and included in the proposal.

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## 1.4 PROPOSAL INFORMATION REQUIRED:

1.4.1 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

The Proposal shall be submitted in a binder with tabs as set forth below:

### **Title Page**

Show the RFP subject, the name of the Proposer's firm, address, telephone number, name of contact person, and date.

- **Tab 1 – Table of Contents**

Clearly identify the materials by sections and page numbers.

- **Tab 2 – Proposal Submission Forms**

Complete and return Forms A–G set forth in the last Section of this RFP. The set of forms submitted in the proposal marked "ORIGINAL" requires original manual signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

The forms should be submitted in the following order:

1. FORM A: Company Information
2. FORM B: M/WBE Participation Report
3. FORM C: Addendum for Agreement Funded by U.S. Federal Grant (Non-Construction Contracts)
4. FORM D: Pricing and Service Affirmation
5. FORM E: Exception Form
6. FORM F: Price Schedule (Appendix B) (should be placed in tab 7)
7. FORM G: CHE (Local) Questionnaire

- **Tab 3 – Profile of the Proposer**

- a. Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.
- b. Provide a list of the Proposer's top ten current and prior two years' clients indicating the type of goods and/or services your organization has provided and/or performed for each client.  
Certification of Insurance (Acord form).

- **Tab 4 – Scope Section**

Clearly describe the scope of the goods and /or services to be provided based upon the information in the Scope of Work and Specific Conditions and Specification Sections stated in the RFP. Respond to each item listed.

- **Tab 5 – Questionnaire Response — [If questionnaires are supplied and a response is required.]**

Respond to any questionnaires included in the RFP. If no questionnaires are submitted, this section should be left blank.

- **Tab 6 – Invoice Procedure**

- a. Describe the firm's invoicing procedure.
- b. Include documentation identifying all of the Proposer's fees.
- c. Payment terms. The District's standard payment terms are 30 days after invoice is received. State any payment discounts that your company offers, i.e., 2% 10 days – net 30; or 5% 7 days – net 30.



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- **Tab 7 – Price**

Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects. Include a hard copy of Form F (Price Schedule) in this section, if applicable.

- **Tab 8 – Addenda**

Insert all addenda under this section.

**1.5 SUBMISSION OF PROPOSALS:** The Proposer(s) should propose his/her lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

1.5.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

1.5.2 Proposed prices should be firm (fixed). If the Proposer(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (FORM E). The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

1.5.3 All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a “reasonableness” test for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

1.5.4 The District’s standard freight terms are F.O.B., destination, prepaid and allowed. HISD may specify various and different locations within the District for “destination” during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with HISD’s directions and the instructions set out in the Agreement, the Supplier shall pay to HISD any excess cost incurred by District.

1.5.5 Proposer(s) are required to provide HISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

1.5.6 HISD is exempt from and will not be responsible for payment of any taxes.

1.5.7 Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

1.5.8 A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

**1.6 FINANCIAL INFORMATION:** Proposer(s) may be required to submit a current audited financial statement. The Project Manger will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)’ federal income tax returns, with all amendments, may be required.

**1.7 DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, HISD reserves the right to award a contract without

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discussions/negotiations. The competitive range will be determined by HISD and will include only those initial proposals that HISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**1.8 BEST AND FINAL OFFERS:** Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

**1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written or electronic notice received by the Project Manager prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal Due Date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the proposal.

**1.10 OPENING PROPOSALS:** All proposals may be opened as soon as received. A formal public "opening" will not be held. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but HISD's records are subject to the State of Texas Public Information Act requirements.

**1.11 SCHEDULE:** The following schedule and timelines apply to this RFP.

1.11.1 **Proposal Schedule:** HISD desires to complete the proposal process in accordance with the following timeline which is subject to change at the District's discretion:

<b>Timeline</b>	
<b>Release RFP</b>	<b>February 13, 2016</b>
<b>Pre-Proposal Conference</b>	<b>February 24, 2016 10:00 am -11:30 am, M.C. Williams Middle School – Annex Building, HISD Retirement Storefront, 6100 Knox Street, Houston, TX 77091-4143.</b>
<b>Last date for questions:</b>	<b>February 29, 2016; 3 pm</b>
<b>RFP Due</b>	<b>March 9, 2016—2:00 pm</b>
<b>Evaluation Period</b>	<b>March 9, 2016 –April 12, 2016 (subject to change)</b>
<b>Selected Proposal(s) Approved</b>	<b>Next regularly scheduled Board meeting after interviews and selection</b>

1.11.2. Proposer(s) are strongly encouraged to attend the pre-proposal conference. The conference will start promptly at the stated time and be moderated by a Procurement Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed. This attendance roster will be posted as an addendum on the District's website along with the RFP and other related documents.

1.11.3 At the District's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a District pre-defined agenda and time line. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.

1.11.4 Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement

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Letter and/or confirming Purchase Order.

1.11.5 Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

1.11.6 **Late Proposals:** Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the Houston ISD's Board Services Department, Hattie Mae White Educational Support Center, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s) to ensure that his or her bid is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

**1.12 RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of HISD.

**1.13 RESERVATION OF RIGHTS:** The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

**1.14 APPEAL PROCESS:** Any Proposer(s) that submitted a proposal may appeal the District's award, if the appeal is based on deviations from laws, rules, regulations, or Board of Education policies. Board of Education GF Local applies to Proposer(s) wishing to appeal a proposal and/or award of a contract: Proposer(s) shall submit appeals via U.S. mail or electronic-mail (e-mail), utilizing the District Dispute Resolution Form, to the General Manager – Procurement Services, and appeals must be received no later than 4:00 P.M. on or before the fifteenth (15<sup>th</sup>) business day after Board Award. In the event that a Proposer is unsure about the Board Award, it is the Proposer's responsibility to contact Procurement Services on the next business day after the Board Award is announced, and verify the specifics concerning the Award. Proposers need to conduct whatever research is necessary to verify the Award, and, in the event that an appeal is filed, must meet the fifteenth business day rule stated in GF Local. The 15 days begins to run on the first business day after Board Award is announced.

## II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any letter agreement or formal written agreement between HISD and the successful Proposer(s).

### **2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS:**

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by HISD shall become part of the Agreement entered into between the District and the Supplier, unless otherwise determined by the District per the Agreement provisions. The Supplier, as determined by the District, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. **No Supplier shall obtain any interest or rights in any award until the District has executed the Agreement.** The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District and do not substantially change the scope of the Board award.

2.1.2 The District does not sign Supplier contract forms. Supplier(s) should be familiar with the District's Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project

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documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to a Supplier and the Supplier requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

2.1.3 In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

2.1.4 The Request for Proposals, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or purchase order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or purchase order as applicable), and (ii) RFP as provided by the District all Addenda, and (iii) any Proposal provisions agreed to by the District.

2.1.5 Unless otherwise provided or required by the District, a standard agreement which results from this RFP shall be for a period of one year from the effective date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

2.1.6 At the discretion of the District, purchases may require the issuance of an official HISD purchase order from the District's Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at Supplier's expense. All services provided without a purchase order may be considered a contribution to the District.

2.1.6.1 HISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a purchase order shall be communicated to the awarded supplier by the issuance of a formal change purchase order. Only an HISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.

2.1.7 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable HISD procedures and policies. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at his or her own risk or peril and risks termination of the Agreement for cause.

**2.2 NON-ASSIGNMENT:** The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.

**2.3 USE OF DISTRICT NAME OR LOGO(S):** Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

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**2.4 AUTHORIZATION / PERMITS:** The Supplier must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris Country, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Supplier will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

**2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The district will compensate the person or business entity for services performed before the termination of the contract.

### **2.6 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION/STUDENT INFORMATION:**

2.6.1 The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

2.6.2 HISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer

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period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

**2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION:** The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential (“Confidential Information”). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party’s Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, and (iii) use the disclosing party’s Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party’s Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**2.8 DATA AND PROPRIETARY INFORMATION:** All work, regarding this project, shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier’s personnel in the course of performing the work.

**2.9 TEXAS PUBLIC INFORMATION ACT (TPIA):** Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

**2.10 STUDENT CONFIDENTIALITY:** Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

### **2.11 INSURANCE:**

2.11.1 Unless otherwise agreed to by HISD, the Supplier shall carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to HISD indicating compliance with this paragraph.

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<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 Per Occurrence
4. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.	

2.11.2 The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above. The Supplier shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

2.11.3 HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies. The Supplier shall provide HISD with original certificates of insurance, acceptable to HISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of HISD that it is able to satisfy the deductible.

2.11.4 Notice regarding insurance and **cancellation or changes** should be mailed to:

Deyen Greene-Evans  
Houston Independent School District  
Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

2.11.5 HISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by HISD, depending on the type of project.

**2.12 TAXES:** HISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

### **2.13 INVOICES/PAYMENT:**

2.13.1 HISD standard payment terms are net 30 days after receipt of invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: Houston Independent School District, Controller's Office, Accounts Payable Department, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092.

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2.13.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate HISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

2.13.3 Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District.

2.13.4 In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

### **2.14 QUANTITY:**

2.14.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

2.14.2 The District's agreement may be offered to other school districts or governmental entities. If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the project. This forecast is based upon the District's historical usage. If the District exceeds that forecast of usage and the Supplier experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Supplier should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

2.14.3 The District expressly reserves the right to procure any goods or services from other sources or by other means.

**2.15 BONDING:** At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts (\$100,000 for Performance Bond & \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The procurement Project Manager will advise potential Proposers if a particular project requires bonding. A sample of the Performance Bond and the Payment Bond can be found at the following web address:

<http://www.houstonisd.org/cms/lib2/TX01001591/Centricity/Domain/8017/Performance Bond Form.docx>

**2.16 GOVERNING LAW:** Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

**2.17 RELATIONSHIP OF THE PARTIES:** It is understood and agreed that the Supplier is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.



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**2.18 NO WAIVER OF IMMUNITY:** The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**2.19 INDEMNIFICATION:** THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**2.20 NOTICE:** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address as listed in Form A***

To: Houston Independent School District  
Attn: Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Copy To: Richard L. Gay, CPPO  
Procurement Officer  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

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**2.21 SECTION HEADINGS:** The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

**2.22 THIRD PARTY BENEFICIARIES:** Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against HISD or the Supplier(s).

**2.23 DISPUTE RESOLUTION:** At the option of the District, the Supplier and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Supplier and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed upon mediator. HISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

### **2.24 TERMINATION:**

2.24.1 The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.

2.24.2 HISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

### **2.25 DEFECTIVE / NON-CONFORMING WORK:**

2.25.1 If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, HISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

2.25.2 Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HISD's order to stop further work, as set forth above, HISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

**2.26 DEFAULT CONDITIONS:** If the Supplier: (i) breaches any provision of the Agreement; (ii) , becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), HISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. HISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to HISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by HISD as a result of Supplier default). In the event of default, HISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to HISD for all costs exceeding the Agreement price that HISD incurs in completing or procuring the services and goods as provided for in the Agreement. HISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

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**2.27 WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT GENERAL MANAGER.

**2.28 USE BY OTHER GOVERNMENT ENTITIES:** The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event HISD allows another governmental entity to join the Agreement, it is expressly understood that HISD shall in no way be liable for the obligations of the joining governmental entity.

**2.29 THIRD PARTIES:** Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either HISD or the Supplier.

**2.30 UNENFORCEABLE SECTIONS:** If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

**2.31 MWBE PARTICIPATION GOAL:** The Supplier shall report their MWBE participation goal as a percent of the total compensation. This information shall be identified per firm, discipline and participation.

**2.32 SUBCONTRACTING:** The Supplier shall not subcontract services provided in this RFP without prior written approval by HISD.

**2.33 WORK STOPPAGE:** In no event shall HISD be liable or responsible to the Supplier or any other person for our on account of, any stoppage or delay in work.

**2.34 HAZARDOUS MATERIALS:** In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

**2.35 BUSINESS ETHICS:** During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify HISD of the possible violation. HISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.

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**2.36 BUSINESS CERTIFICATES / HISD TAXES:** All individuals or entries entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

2.36.1 Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

2.36.2 Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be, properly registered with the Texas Secretary of State in accordance with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, "Texas Revised Limited Partnership Act. All partners in a partnership must file a "Certificated of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

2.36.3 Entities whether, Corporate, Partnership, or Sole Owner must be current on HISD Property Taxes: If commercial personal property is located within HISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

**2.37 ATTORNEY FEES:** In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

### **III. SCOPE OF WORK AND SPECIFIC CONDITIONS**

**3.1 SCOPE OF WORK:** At minimum, the District is seeking the following goods and services to be provided by the Supplier(s):

The District is seeking a provider solution for the Section 457(b) deferred compensation governmental retirement plan. HISD has sponsored the 457(b) deferred compensation plan since 1986 and the plan is available to all full and part-time employees.

We are seeking a multi-investment, group contract product with best-in-class low cost investments offering quality returns, appropriate diversification choices, superior employee financial education and retirement readiness tools. We are open to proposals for both mutual fund and annuity style contracts and investments.

#### **3.1.1 INTRODUCTION TO THE DISTRICT**

The District encompasses 301 square miles with 283 school campuses within greater Houston, is the seventh-largest public school system in the nation and the largest in Texas employing approximately 29,162 full and part-time employees. The school campus employment, including principals, teachers and staff total 16,070 and for the past three years, HISD has retained more than 87% of the district's highly effective teachers. The teacher salary range is \$51,500 to \$71,500.

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Additional information pertaining to the Houston Independent School District may be found on our website at: [www.houstonisd.org](http://www.houstonisd.org).

### **3.1.2 SUMMARY OF EXISTING RETIREMENT PLANS**

The HISD 457(b) Plan currently offers three (3) active service providers; AXA Equitable, Security Benefit Group, and VALIC, and one (1) grandfathered provider; Voya.

As of October 21, 2015, there are 942 active employees remitting to 457(b) contracts with approximate annual contributions of \$2,781,500. The 457 plan providers maintain 2,487 individual employee (and former employee) contracts totaling \$43,843,000 in assets under management. The plan assets are mostly in individual annuity or mutual fund contracts though some group contract assets may exist.

HISD uses the web-based Retirement Manager plan-administration platform supported by VRSCO (VALIC Retirement Services Company). Retirement Manager utilizes the data format developed by the Society of Professional Asset-Managers and Record Keepers (SPARK) to share information between HISD and plan providers. All HISD 457 plan providers must be able to interface with the Retirement Manager system. The district may add a Roth contribution option, and may add a FICA Alternative contribution option to the 457(b) at some point in the future.

Houston ISD is the Plan Administrator of the plan and will maintain control of retirement plan administration and compliance decisions, strategic direction, project management, plan auditing, and stakeholder relationships, with assistance from the VRSCO Retirement Manager team. The Retirement Manager system monitors and assists with daily operations of the HISD retirement programs by coordinating, processing, and servicing plan contributions, remittances, transactions, IRC and legal compliance, administration, some communications and employee education.

Each 457(b) Plan service provider is responsible for determining their client's distribution eligibility including loans and unforeseeable emergency distributions. Each provider is responsible for obtaining, validating and maintaining supporting documentation for unforeseeable emergency distributions. The HISD 457(b) service providers are currently responsible for evaluating, verifying and processing all plan distributions with the use of the Retirement Manager distribution eligibility certificates. Generally, the distribution eligibility certificates act in the place of the Plan Administrator signature by aggregating HISD participant data for both the 403(b) and 457(b) plans, and across the SPARK compliant active and grandfathered 403(b) and 457(b) plan providers. The HISD 403(b) Plan currently offers thirty-two (32) active providers and six (6) grandfathered providers.

### **3.1.3 OBJECTIVES OF THIS REQUEST FOR PROPOSAL**

The Houston Independent School District (HISD) is soliciting proposals from qualified and appropriately licensed vendors to provide investment products and services in a group contract for the HISD 457(b) Deferred Compensation Retirement Plan (governmental).

Responding vendors have three response options:

1. respond to offer services as a 457(b) Plan single-provider, Section 3.1.3.1 below;
2. respond to offer services as a 457(b) Plan multi-provider, Section 3.1.3.2 below;
3. respond to both options offering services as either a single-provider or a multi-provider.

**3.1.3.1** One response should include provisions of investment products and services for the HISD 457(b) Plan single-provider group contract option. Each responding vendor to this option should also have the capability to accept Roth 457(b) deferrals as HISD may elect to add this program in the future.

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In order to attract the best proposals for the single-provider group contract option, HISD will select only one (1) vendor under this option. A single-provider with an appropriate group product and services will be selected based on the responses to this RFP. Sections 3.2.9 through Section 3.2.12 apply only to the single-provider group contract responses.

**3.1.3.2** One response should include provisions of investment products and services for the HISD 457(b) Plan multi-provider group contract option. Each responding vendor to this option should also have the capability to accept Roth 457(b) deferrals as HISD may elect to add this program in the future.

In order to attract the best proposals for the multi-provider group contract option, HISD will select as few as two (2) vendors under this option. A common set of providers with an appropriate group product and services will be selected based on the responses to this RFP. Sections 3.2.13 through Section 3.2.16 apply only to the multi-provider group contract responses.

**3.1.3.3** Responding vendors may issue separate responses to the options listed in both Sections 3.1.3.1 and 3.1.3.2. Vendors responding to this option must provide two separate responses. One response will include Sections 3.2.9 through Section 3.2.12, and another response will include Sections 3.2.13 through Section 3.2.16. A separate Appendix B must be submitted and appropriately labeled for each response under this section.

### **3.1.4 Vendor and Product Grandfathering**

The RFP proposals will be evaluated to determine whether the 457(b) plan will continue to use the current multi-provider program option, or whether a single-provider program best serves district employees.

Plan administration procedures will allow all 457(b) deferral elections to be made only to the newly selected vendor, if the single-provider program is selected. Deferral elections to the newly selected vendor will change once an administratively appropriate time is determined.

Following the administrative change to a single-provider group contract, the previous plan vendors and products will be considered grandfathered and all monies in the grandfathered products will remain with the current vendors. Contributions, in-service exchanges, transfers, and rollovers into the plan will be allowed into the new HISD 457b plan single-provider group contract only. Contributions, in-service exchanges, transfers, rollovers, or other asset movement into the grandfathered products will not be allowed.

Plan administration procedures will allow all 457(b) deferral elections to be made only to the newly selected vendors' group contracts, if the multi-provider program is selected. Deferral elections to the newly selected vendors will change once an administratively appropriate time is determined.

Following the administrative change to the multi-provider group contracts, the previous plan vendors and products will be considered grandfathered and all monies in the grandfathered products will remain with the current vendors. Contributions, in-service exchanges, transfers, and rollovers into the plan will be allowed into the new HISD 457b plan multi-provider group contracts only. Contributions, in-service exchanges, transfers, rollovers, or other asset movement into the grandfathered products will not be allowed.

#### **PLEASE NOTE:**

**Section 3.2.1 through Section 3.2.8 apply to all responses listed in Section 3.1.3, including single-provider and multi-provider response options.**

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**3.2 SPECIFIC CONDITIONS** Proposals submitted in response to this RFP will be competitively and comparatively evaluated on the basis of the criteria included in this section. The criteria are not necessarily listed in order of importance.

### **3.2.1 Criteria for Selection**

Please note the following instructions to complete the required criteria Sections 3.2.1 through 3.2.8. Each responding provider must respond to the required criteria for each section below. The criteria is applicable to both the single-provider, and multi-provider proposals. Restate each paragraph indicating a response, and provide your response to the criteria immediately following that paragraph or section.

If the answer to the criteria is “agree”, you acknowledge your full agreement to incorporate the required criteria exactly as worded below into the final contract with no other language to adjust or caveat the intent.

If the answer to the criteria is “agree, with exception”, you acknowledge your general agreement with the required criteria as stated; however, your agreement may include an exception. Please provide a detailed explanation of your agreement and any exceptions, including exact suggested language for HISD’s consideration, while understanding that this may result in proposal disqualification.

If the answer to the criteria is “disagree”, provide a detailed explanation of your response, including offering your alternative response for HISD’s consideration, while understanding that this may result in proposal disqualification.

Failure to agree to the required business requests may remove you from consideration for this RFP.

### **3.2.2 Required Experience**

The responding vendor must affirm and describe in this section here, its experience in providing investment products and services to at least three (3) large K-12 institutions and at least one (1) large K-12 institution in Texas. Describe your experience providing meaningful investment products, financial education and targeted communications to the diverse needs of an employer with employees similar to HISD.

### **3.2.3 Key Factors**

This RFP will address four key factors:

1. **Products:** The responding vendor’s ability to provide superior investment options with a focus on quality of funds, asset class diversification, and retirement investment tools efficiently serving employee retirement planning needs during both the accumulation and payout stages for retirement.
2. **Education and Communication:** The responding vendor’s ability to provide superior customer service and collaborate with HISD to develop and offer effective enrollment campaigns, financial literacy communications, and educational opportunities addressing different learning styles and objectives leading to greater employee engagement.
3. **Administration:** The responding vendor’s ability to service and administer the retirement plan efficiently and in accordance with applicable law; Internal Revenue Code, regulations and guidance; plan documents and amendments; and HISD policy.
4. **Cost:** The responding vendor’s ability to provide a cost efficient product competitive in today’s progressive employer sponsored retirement program market.

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

### **3.2.4 The Agreement**

Vendor agrees to accept the provisions of the sample HISD Services Contract (Appendix E) and to sign the agreement with the district. Vendor agrees to give HISD a minimum 90 day notice prior to corporate ownership changes, and that the HISD Services Contract will continue to be honored by the new owner without exception.

### **3.2.5 Other Factors**

In addition to the responses provided to the Administration Questions in Section 3.2.19, other factors are considered including the following:

1. References
2. Account Team
3. Recordkeeping and Administration
4. Regulatory and Legal Services
5. Support of Loan Administration
6. Support of Unforeseeable Emergency Withdrawal Administration
7. Reporting
8. Systems Capabilities, Hardware and Security

Responding vendor agrees to interface with the web-based Retirement Manager plan-administration platform supported by VRSCO (VALIC Retirement Services Company) by utilizing the data format developed by the Society of Professional Asset-Managers and Record Keepers (SPARK) to share information between HISD and plan providers.

### **3.2.6 Compliance Requirements**

#### **3.2.6.1 Compliance with Applicable Law**

Responding vendor agrees it complies with all applicable state and federal laws and regulations including the Code Section 457(b).

HISD recognizes that the requirements of these laws and regulations may change. Responding vendor agrees to comply with additional responsibilities imposed by federal or state law. Responding vendor agrees to coordinate with HISD to comply with any changes required by state or federal law or regulation.

Responding vendor agrees to abide by all terms and conditions of the HISD 457b deferred compensation plan document (Appendix C) including future restatements.

#### **3.2.6.2 Registered with SEC and FINRA**

Responding vendor agrees it affirms it is registered with the Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA) or other securities regulatory entity as required by law.

#### **3.2.6.3 Authorized in the State of Texas**

Responding vendor agrees each contract and investment product satisfies the requirements of Section 457(b) of the Code and applicable Treasury regulations. Responding vendor agrees it is qualified to do business in the State of Texas and is registered with the Texas Department of Insurance, the Texas State Securities Board, and any applicable state or federal agency. Vendor agrees the company and its insurance products comply with the Texas Department of Insurance rules and regulations.



## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

### **3.2.6.4 Binding Arbitration Clause Exclusion**

Responding vendor agrees the proposal contains no requirement that plan participants must agree to engage in binding arbitration and the vendor agrees it will not impose such a requirement upon a plan participant.

### **3.2.6.5 Negligence and Penalties**

Responding vendor agrees that it either (a) affirms that neither it nor its affiliated companies, including any of its recommended investment managers, are under investigation, have been found negligent or otherwise in violation of any trading practices or other investment irregularities relating to its retirement plan administration which resulted in any monetary or nonmonetary penalty, censure, or any other resolution levied by the SEC or the NASD, or any other governmental or nongovernmental regulatory authority; or (b) fully discloses in this section here, in its response to this RFP the circumstances and status of such regulatory activities. Responding vendors licensed as insurance carriers agree to disclose in this section here the existence, status and circumstances of any complaint, investigation or compliance action taken relating to its retirement insurance products or services.

### **3.2.6.6 Internal Controls and Audit Findings**

Responding vendor agrees that it affirms it has internal controls in place that ensure that the handling of all retirement plan contributions, withdrawals, surrenders, inter-fund exchanges or transfers, or any other financial transaction relating to its administration of retirement plan assets are in accordance with all applicable laws and regulations. Responding vendor affirms that an internal audit of those controls has been performed within the last 12 months, and that either (a) the audit found no violations of the Securities' Industry standard money management practices, and that no employee, consultant, or contractor was terminated, reassigned, or otherwise disciplined as a result of the internal audit; or (b) fully disclose here in the responding vendor's proposal to this RFP the circumstances and status of such violations.

### **3.2.7 Retirement Plan Administration**

This section describes requirements applicable to vendor responses listed in Section 3.1.3.

#### **3.2.7.1 Administration Requirements**

**3.2.7.1.1** Responding vendor agrees to provide internet access to account balances, online investment transfers and investment information to all participants.

**3.2.7.1.2** Responding vendor agrees to offer a 457b deferred compensation group contract, and all existing and future employee and employer contributions must be remitted to the group contract.

**3.2.7.1.3** Responding vendor agrees that no new contributions, exchanges, transfers, rollovers or other monies may be accepted into a grandfathered HISD 457b individual or group contract.

**3.2.7.1.4** Responding vendor agrees to accept Retirement Manager distribution eligibility certificates for plan distribution processing. The vendor must also agree to accept the distribution procedures of another third party administrator if the district changes to another plan administration platform.

**3.2.7.1.5** Responding vendor agrees to issue loans and will evaluate, process, and communicate Plan loan information in coordination with Retirement Manager and in tandem with active and grandfathered 403b and 457 Plan providers for participant loans in accordance with current IRC.

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**3.2.7.1.6** Responding vendor agrees to offer unforeseeable emergency distributions in compliance with IRC, and in accordance with HISD requirements whereby provider is responsible for obtaining, validating and maintaining supporting documentation.

**3.2.7.1.7** Responding vendor agrees to assist HISD with administration and coordinate with other 457 Plan providers and grandfathered providers to monitor operational compliance per IRC and state rules.

**3.2.7.1.8** Responding vendor agrees to assist the District with plan compliance questions and issues including audits by IRS, FINRA, DOL, and other regulatory agencies, and by providing assistance with corrective actions.

**3.2.7.1.9** Responding vendor agrees to stay informed of and compliant with federal laws, regulations and rules affecting Plan design and operations, and keep the District informed of required actions.

**3.2.7.1.10** Responding vendor agrees that all names and information concerning participants and eligible employees will only be used to provide services under this proposal. Employee names and contact information obtained by this contract may not be used to solicit business for other purposes, without the written consent of HISD.

### **3.2.7.2 List of Vendor Contacts**

Responding vendor agrees to provide HISD with a list of the implementation team members before the implementation process begins. Responding vendor agrees to provide HISD with a list of service representatives that will be working with the HISD account, including a primary and a secondary contact. Service representative responsibilities will include, but are not limited to, answering questions from HISD benefits office, planning and coordinating the distribution of various plan materials, and scheduling vendor attendance at information meetings.

### **3.2.7.3 Same-Day Credit**

Responding vendor agrees to process remittances within 24 hours of receipt in good order and affirms the funds will be deposited into each participant's retirement account and designated investment effective no later than the close of the New York Stock Exchange (NYSE) on the same day the contributions are received by the vendor, or effective the next valuation day when received after the NYSE close.

Responding vendor agrees to report any delay in remittance processing to HISD, including an explanation for the delay.

### **3.2.7.4 Confirmation of Contributions**

Responding vendor agrees to provide participants a confirmation of contributions at least as often as quarterly, including a confirmation of receipt of HISD contributions. Responding vendor agrees to provide a sample of the participant confirmation statement in the responding vendor's proposal. Responding vendor must appropriately label and include the sample confirmation statement immediately following Appendix A.

### **3.2.7.5 Confirmation of Funds Transfer**

Responding vendor agrees to provide confirmation of each transaction, including transfers from one fund or investment or account to another fund or investment or account, within one business day following execution of such transaction. Responding vendor agrees to provide the confirmation directly to the participant electronically or otherwise, unless the participant specifically waives the provision of this confirmation in writing. The confirmation shall include all transfer information, including a statement of any applicable charges.

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Responding vendor must appropriately label and include the sample transfer confirmation statement immediately following Appendix A.

### **3.2.7.6 Participant Required Reports**

Responding vendor agrees to provide a quarterly and an annual report to each participant having HISD retirement account(s) with the vendor, including accounts that are no longer receiving contributions, containing at least the following information:

1. Name and address of the participant;
2. Identifying contract number;
3. Individual contributions received during the reporting period;
4. Expense charges during the reporting period;
5. Individual distributions occurring during the reporting period;
6. Total value of account at the beginning and end of the reporting period; and
7. Net cash surrender value of account at the end of the reporting period reflecting all potential charges against the account if it were surrendered for cash as of the last day of the reporting period.

Responding vendor agrees the annual report for fixed and variable annuity accounts will contain the following additional information:

1. Interest rate or rates paid on the account from the previous reporting period to the end of the current reporting period; and
2. Where multilevel rates of interest were paid on an account, a breakdown showing the amount in the participant's account at each interest level, the amount of interest earned at each interest level, and the rates of interest. A Contracting Vendor may exclude the information required by this subparagraph concerning multilevel rates of interest from the annual report, but if this information is not provided on at least an annual basis, the Contracting Vendor must provide it at any time upon the participant's request.

Responding vendor agrees the annual report for variable annuity and custodial accounts will contain the following additional information:

1. Units of each fund or investment or account purchased during the reporting period;
2. Total units of each fund or investment in the account at the end of the reporting period; and
3. Value of unit of each fund or investment or account at the end of the reporting period.

Responding vendor must appropriately label and include the sample quarterly and annual statement immediately following Appendix A.

### **3.2.7.7 Plan Sponsor Quarterly and Annual Report**

Responding vendor agrees to provide HISD a report on a quarterly and annual basis containing the performance of the investment options provided by the vendor in the HISD 457(b) Plan. Responding vendor agrees the reports will provide necessary data to assess each investment option's comparison with its industry benchmark using a standardized data content and format offered by the provider, or as otherwise agreed to by HISD. The report should identify and highlight performance returns failing to meet its benchmark criteria, including a discussion of actions that will be taken to restore competitive benchmark performance or an explanation as to why benchmark performance cannot be obtained or should be delayed.

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Responding vendor must appropriately label and include the sample plan sponsor quarterly and annual statement immediately following Appendix A.

Responding vendor agrees to provide, if specifically requested by HISD at a future date, the plan's investment data in a manner consistent with data required by Department of Labor regulations under ERISA Section 408(b)(2).

### **3.2.7.8 Qualified Domestic Relations Orders (QDROs)**

Responding vendor agrees to be solely responsible for determining whether a domestic relations order is qualified and payable for all retirement plans, as provided by federal law and Texas state laws, and agrees the QDRO requirements for any retirement plan not directly required by federal or state law will meet the requirements of federal law as close as possible.

### **3.2.7.9 Remittance Processing Requirements**

HISD utilizes the Retirement Manager plan-administration platform for common remitter services, and as a web-based employee self-service interface for contribution elections. Responding vendor agrees to accept and comply with all common remitter requirements now established and as outlined in Appendix D, the Retirement Manager File Specifications. Responding vendor agrees to have the administrative capability to accept the electronic transfer of retirement contribution remittance lists and must agree to obtain and accept this information through the internet via a secured transmission process. Responding vendor agrees to accept and comply with remittance requirements if the district changes to an alternate third party plan administration platform.

### **3.2.7.10 Administrative Performance Requirements**

Responding vendor agrees to comply with HISD requirements listed below and to report the required information to HISD in an Administrative Requirements Report on a quarterly basis. The reporting format will be developed by HISD with the assistance of the Contracting Vendor(s) and will be provided to the selected vendor. Responding vendor agrees that HISD retains the option of using an audit firm of its choice to conduct periodic audits of any Contracting Vendor on behalf of HISD to determine compliance with these and other standards. Representatives of HISD may also examine and audit the Contracting Vendor's books, records, processes, and documents related to work performed or contributions received as described in Appendix E – the HISD Services Contract. The results of any audit conducted by or on behalf of HISD shall be used by HISD to determine whether to reauthorize or recertify the Contracting Vendor as a plan-eligible vendor in addition to any other criteria adopted by HISD for assessing vendor performance.

#### **3.2.7.10.1 Complaints**

Responding vendor agrees the average time to resolve HISD participant complaints will not exceed 30 calendar days.

Responding vendor agrees to report its total number of written and emailed complaints received from HISD participants and the average length of time to resolve those complaints.

#### **3.2.7.10.2 Processing of Financial Transactions**

Responding vendor agrees to process distribution and other financial transactions, including loans and unforeseeable emergency withdrawals, with 100% accuracy and within three (3) days after receipt of the request. Remittance processing is not included in this paragraph.

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### **3.2.7.10.3 Quarterly Administrative Requirements Report**

Responding vendor agrees to report inaccurately processed financial transactions, and transaction processing exceeding three (3) days from the date of receipt.

### **3.2.7.10.4 Remittance Processing**

Responding vendor agrees to process remittances within 24 hours of receipt in good order and affirms the funds will be deposited into each participant's retirement account and designated investment effective no later than the close of the New York Stock Exchange (NYSE) on the same day the contributions are received by the vendor, or effective the next valuation day when received after the NYSE close.

Responding vendor agrees to report any delay in remittance processing, including an explanation for the delay.

### **3.2.7.11 Administrative Service Guarantees**

Responding vendor agrees to the following service guarantee charges payable to HISD as described below if stated performance requirements are not met. The assessment or payment of a performance charge however, does not affect, alter, or restrict HISD's right to cancel or terminate the Agreement in accordance with the provisions of the Agreement.

#### **3.2.7.11.1 Telephone Calls**

Responding vendor agrees to a service guarantee charge of \$500 assessed by HISD against the Contracting Vendor for each quarter the Contracting Vendor's average telephone service center abandonment rate exceeds 5%.

Responding vendor agrees to a service guarantee charge of \$500 assessed by HISD against the Contracting Vendor for each quarter the participant's average time in queue (waiting time) exceeds 30 seconds.

#### **3.2.7.11.2 Submission of SPARK Data Files**

Responding vendor agrees it will submit the updated SPARK data file on a weekly basis to Retirement Manager. The file layout of the account balance file is outlined in Appendix D, the Retirement Manager File Specifications.

Responding vendor agrees to a service guarantee charge of \$300 assessed by HISD against the Contracting Vendor for each week in which the SPARK data file is not received or is not received in the proper format by Retirement Manager.

#### **3.2.7.11.3 Utilization of Carrier – Participant Remittance Detail List**

Responding vendor agrees to utilize the "Carrier – Participant Remittance Detail" report available for download from Retirement Manager, and notify employees appearing on this report that an HISD 457b plan account must be established.

The "Carrier – Participant Remittance Detail" report is available for download from Retirement Manager. The report lists the new participants that have selected the Contracting Vendor through the online salary reduction agreement, but have not completed a new account application. A sample of this report may be obtained from the VRSCO Retirement Manager Services Team.

Responding vendor agrees that if the Contracting Vendor fails to notify the new participant and does not make adequate reasonable attempts to establish an account for that new participant, HISD will assess a service

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guarantee charge of \$100 against the Contracting Vendor for each new participant whose name has appeared on the report for greater than 20 calendar days.

### **3.2.7.11.4 Responsibility to Correct Mistakes**

Responding vendor agrees to rectify errors at its expense if made by the Contract Vendor, including incorrect information provided by its representatives, which result in financial loss to the participant or HISD.

### **3.2.7.11.5 Prohibited Distributions**

Responding vendor agrees to prohibit access to 457(b) Plan funds prior to the earlier of the participant's termination of employment with HISD, attainment of age 70 ½, or as allowed by the HISD 457b Plan Document. Responding vendor agrees to rectify errors which may occur, by returning the funds to the participant's HISD 457 plan account as if no withdrawal had been made and provide written verification to HISD that the account has been fully restored with no adverse effect to the employee.

### **3.2.7.12 Reporting Requirements**

Responding vendor agrees to provide HISD with the vendor's call center policies and procedures, phone representative scripts applicable to the plan, written materials distributable to plan participants, and other participant communications upon request.

Responding vendor agrees all telephone service center calls with provider representatives, agents and other servicing personnel are recorded and saved for a minimum of 180 days. Responding vendor agrees any recorded call applicable to the HISD sponsored retirement plans are available to HISD plan administrators and will be made available upon request within three business days.

Responding vendor agrees to provide HISD with plan or other participant information applicable to HISD for audit or analysis. Responding vendor agrees to cooperate with HISD and act in good faith with staff and to be prepared to respond to requests within the requested time period.

## **3.2.8 Communication and Education**

An important objective of HISD is to promote financial literacy, improve retirement readiness, and increase participation in the 457b and other HISD voluntary retirement savings programs. Consideration will be given to responding vendors who demonstrate that their marketing plan has a financial literacy and education component and has increased participation and overall retirement program awareness in other plans similar in size and nature to the HISD retirement program whether in a single-vendor or multi-vendor environment.

HISD will market and publicize the retirement program as the HISD 457b Retirement Program. HISD may, at its discretion share demographic data on all eligible employees with the Contracting Vendor (subject to the confidentiality clause set forth in the Agreement) for the purpose of distributing HISD 457b Retirement Program branded educational materials on behalf of HISD.

### **3.2.8.1 Communication and Education Objectives**

HISD will evaluate vendor responses that demonstrate a proven commitment to enhance the participant experience and elevate employee retirement preparedness by assisting in the achievement of the following objectives (listed in no particular order).

Responding vendor agrees to help the district achieve the following goals and objectives. Responding vendor agrees

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

to provide HISD with a 'Strategic Plan' within 30 days of being awarded as a Contracting Vendor for the plan. Responding vendor agrees the strategic plan will outline steps to measure, track and achieve the following objectives:

1. Measurably improve financial literacy;
2. Measurably improve voluntary retirement plan average deferral rate;
3. Measurably improve participant percentage with increasing deferral rate in prior 12 months;
4. Measurably improve voluntary retirement plans participation rate;
5. Measurably improve awareness of and engagement in the HISD 457(b) and other HISD voluntary retirement savings programs;
6. Measurably improve retirement income replacement ratios (i.e., will replace x% of income in retirement);
7. Measurably improve the percent of participants with appropriate asset allocations;
8. Measurably improve the participant percentage using financial education tools, advice tools, and attending seminars or webinars;
9. Coordinate and brand communication and education campaigns with HISD as part of a strategic retirement preparedness plan;
10. Provide communication and education literature accommodating different learning styles;
11. Provide segmented communication and education literature addressing various employment cycle stages;
12. Provide vendor representatives delivering basic retirement program and personal financial education, and complex financial planning and wealth management services;
13. Provide large and small group presentations to HISD employees on a variety of personal finance and retirement topics ranging in focus to include; service, education, and retirement preparedness objectives; and
14. Provide one-on-one counseling, which includes technological channels convenient for HISD employees, counseling on a variety of personal finance and retirement related issues including; enrollment, service, and education.

### **3.2.8.2 Internet Tools and Direct Service**

Responding vendor agrees to provide internet-based asset allocation and investment portfolio selection tools applicable to the vendor's accounts at no cost to participants or HISD. These must include a tool providing an independent portfolio analysis, and unbiased recommendation on the various investment options offered to the plan by the responding vendor.

### **3.2.8.3 HISD Certification of Representatives**

Responding vendor agrees to affirm all representatives are properly licensed in the State of Texas to sell the available investment products at HISD. Responding vendor agrees that a semi-formal representative agreement, certification, and training requirement may be added by HISD in the future.

### **3.2.8.4 Marketing and Communication Team**

Responding vendor agrees to provide marketing professionals to assist HISD, and with at least one marketing liaison who will communicate directly with HISD and collaborate on a regular basis to discuss education, marketing and communication initiatives. Responding vendor agrees to design the employee communications addressing various stages of an employee's retirement planning process, including:

1. Financial literacy
2. Overall plan awareness
3. Enrollment process
4. Asset allocation & diversification
5. Maximizing deferrals

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

6. Planning for retirement
7. Distribution options
8. Major life changes

Responding vendor agrees to assist with these requirements as a key concept of the HISD 457b Plan single-provider or multi-provider group contract options and an essential element of this RFP. Responding vendor agrees to collaborate to improve retirement program awareness, engaging in both 457b plan vendor specific marketing and other vendor-neutral education and communication initiatives. Responding vendor agrees to occasionally collaborate with HISD and other HISD 403(b) Retirement Plan vendors to discuss marketing and communication initiatives involving the HISD 403(b) Retirement Plan.

### **3.2.8.5 Cost of Communication Materials**

Responding vendor agrees to pay the cost of HISD marketing and education materials. This includes printing, mailing, and other costs associated with the distribution of these materials.

### **3.2.8.6 Other Communication Objectives**

Responding vendor agrees to coordinate with HISD in offering and maintaining educational tools and resources located on, or linked to the HISD website and social media. In addition, HISD conducts employee onboarding, training, benefit, and retirement events. Responding vendor agrees to provide a representative to attend and participate in a limited number of events. Responding vendor agrees to provide support for these institution events at no cost to the district by providing attending representatives, educational materials for distribution, and PowerPoint presentations appropriate for the venue and message.

### **PLEASE NOTE:**

**Section 3.2.9 through Section 3.2.12 apply only to responses offered as a single-provider group contract as listed in Section 3.1.3.1.**

### **3.2.9 Introduction**

If HISD determines that it will select a vendor as the result of this RFP section, it will select at a maximum, one (1) vendor. The goal of HISD is to implement a retirement program with the best available investment options while continuing to offer diverse, high-quality options appropriate for a wide range of employee retirement needs, goals and investment acumen. The responding vendor must have proven experience administering voluntary 457(b) plans in a single-vendor environment.

### **3.2.10 Mutual Funds and Variable Annuity Investment Products**

Responding vendors may offer both mutual fund and annuity products, but this is not required. Responding vendors should focus on offering quality funds that appropriately service a diverse employee population rather than a large quantity of funds.

Investment options may consist of mutual funds or variable annuity separate accounts or a combination of both mutual funds and variable annuity separate accounts. Each responding vendor agrees to offer its proprietary variable annuity separate accounts or mutual funds and nonproprietary investment options affirming that the options offered comply with all state and federal laws and regulations regarding the applicable retirement program and are appropriate for retirement programs of this type.



## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

### **3.2.10.1 Product Investments and Performance Data**

Each responding vendor must provide annuity and fund performance as of December 31, 2015 for all investment options proposed by the vendor for the HISD 457(b) Plan, single-vendor group contract. Provide the product's investment data as outlined on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table and submit as an electronic Microsoft Excel spreadsheet (unprotected) and return in electronic format only (CD or flash drive), for each investment option offered. Stable value and fixed interest rate accounts must display net annual returns during the periods indicated on the table. Data will be aggregated in Excel and compared with other proposer submissions.

### **3.2.10.2 Quality Criteria**

Each investment option under this section must meet the following criteria:

1. Have at least three years of investment experience as of December 31, 2015, or present other comparable indications of appropriate experience;
2. Have a performance rank in the top first or second performance quartile of the asset class to which it is allocated as defined by Morningstar for either the five or the three year period ending on December 31, 2015; and
3. Have a total expense ratio, (i.e., the total of fund management fees, 12b-1 fees, annuity contract M&I fees and other expenses, less expense waivers) that is equal to or less than the asset category average as reported by Morningstar.
4. The Morningstar asset class information used for investment options comparisons, expenses and performance data, will be used to designate the options as either mutual fund or variable annuity account type peer groupings (i.e., mutual funds will be compared to mutual funds and variable annuities to variable annuities).

### **3.2.10.3 Menu of Options**

Each mutual fund or variable annuity product proposal must include a menu of investment options from appropriately broad asset classes suitable for retirement portfolio construction and diversification.

Each responding vendor must assemble and offer HISD menu(s) reflecting the following objectives:

1. The menu(s) should reflect broad diversification opportunities to accommodate a reasonable range of employee investment style preference. An investment menu would typically include: (1) asset allocation, target date, or lifecycle type options appropriate for the employee seeking diversification plus maximum investment simplification through the use of a single investment option selection and; (2) a reasonable number of options from asset classes appropriate for the employee seeking to construct a more tailored investment portfolio without excessive complexity.
2. Each option within a given menu must be offered based upon its overall value as an investment option within its asset class category. Such value determination is a fluid process as it is expected that investment options may be deleted or added as part of an ongoing evaluation process by the responding vendor. The value of an offered investment option will be based upon:
  - a. return performance (both relative and absolute) measured over appropriate time spans and relative to applicable benchmarks,
  - b. overall expense levels,
  - c. risk characteristics,
  - d. longevity, stability and experience of fund managers,
  - e. record of regulatory compliance,
  - f. consistency within asset style classification, and
  - g. any other appropriate consideration.

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3. A responding vendor's offered menu should limit redundant options within an asset class, except when necessary to allow functioning of the services offered by the product.
4. Any offered option shall be clearly and specifically identified such that its performance and characteristics can be measured and compared against other options within its asset class.
5. If any offered option pays any fee or provides any service to the responding vendor offering such option within its menu, the responding vendor must fully disclose the amounts and terms of such fees and services in the responding vendor's proposal, in this section here.
6. Responding vendor agrees that the products offered in the responding vendor's proposal do not contain a life insurance feature.

### **3.2.10.4 Fixed Annuities**

Responding vendor agrees the offered fixed annuity investment product guarantees the protection of principal and a stated minimum interest rate. The credited rate may vary on a monthly or quarterly basis. The creditworthiness of the underlying investments in the fixed annuity product should be structured to minimize the possibility of loss of principal.

### **3.2.10.5 Interest Crediting Specifications**

Responding vendors offering a fixed-interest rate annuity investment product (whether a fixed annuity or fixed-interest rate option within a variable annuity) must describe the interest rate crediting procedures, and shall display such product's net annual returns during the five-year period ending December 31, 2015. Returns data may be provided on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table.

### **3.2.10.6 Stable Value Products**

Responding vendors proposing to provide mutual funds or variable annuities may offer a Stable Value product. The underlying investments of a Stable Value product must provide for the safety of participant accumulations. Responding vendors proposing a Stable Value product must fully describe the method for crediting earnings to a participant's account, and describe the credit and duration characteristics of the underlying securities, in this section here.

Responding vendor must provide the net return during the five-year period ending December 31, 2015. Returns data may be provided on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table.

### **3.2.10.7 Permissible Fee Charges**

Certain recordkeeping, administrative, and investment management fees, and mortality and expense risk charges where appropriate, are permissible for investment products in the retirement programs. Surrender fees are not prohibited with fixed asset products. However, each responding vendor should take into consideration the competitive nature of this RFP before proposing products with associated fees that are not reasonable or competitive for the industry.

Responding vendor may explain in this section here any disagreement with the described permissible fee charges.

### **3.2.10.8 Impermissible Charges**

There shall be no front-end or back-end charges, annual, one-time or recurring fixed dollar fees, surrender or withdrawal charges, termination fees, market value adjustments, etc. associated with any mutual fund or variable annuity investment product prior to annuitization, offered by a responding vendor for any retirement program. No withdrawal restrictions or fees may be assessed on participant transfers within variable annuity options or within a

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

family of funds (excluding short-term redemption fees designed to discourage inappropriate trading practices, which must terminate within 90 days of initial investment), including transfers to other retirement vendors.

Responding vendor may explain in this section here any disagreement with the described impermissible charges.

### **3.2.11 Credit Ratings Specifications**

Responding vendors offering an annuity product must affirm its credit ratings specifications by providing copies of all claims-paying ratings which it has received, whether voluntarily or involuntarily. The responding vendor must have received a minimum of three ratings for the responding vendor to be considered for selection by HISD, and one of those ratings must be from A.M. Best. Responding vendor must appropriately label and include the credit rating information immediately following Appendix B.

HISD requires that the ratings from an insurance provider offering an annuity product must equal or exceed the following ratings:

1. A from Standard and Poor's (S&P); or
2. A from Fitch; or
3. A2 from Moody's and
4. A from A.M. Best.

HISD may at its discretion consider the annuity fixed account or annuity product of a vendor whose ratings do not meet or exceed the above criteria.

### **3.2.12 Other Available Retirement Plan Products**

The District administers the HISD 403(b) Retirement Plan in addition to the 457(b) plan, and both are available to all full and part time HISD employees. The HISD 403(b) Plan is not within the scope of this proposal. The providers and products available in the HISD 403(b) Plan are evaluated in accordance with requirements of the Teacher Retirement System of Texas. Providers submitting bids for the HISD 457(b) Deferred Compensation Plan may consider the District's objective to provide simple yet superior quality retirement plan benefits to employees across all available plans. The district will take into consideration the best overall services, employee education, investment products, and costs. District employees should receive an equal cost advantage for both plans to allow employees the flexibility to select the most appropriate plan suiting their personal needs and objectives, without a revenue incentive to the provider or its sales professionals.

Each responding vendor must indicate in this section here, whether the proposed 457b product is identical to the vendor's active product offered to the HISD 403b Plan. Responding vendors must outline and describe the product differences where the vendor's 457b product is not identical to the 403b product. Responding vendor must outline and describe and benefits of offering multiple products, product types, pricing, etc. to the separate retirement plans and outline the differences of the offered products; or explain the rationale and benefits of offering the same products, product types, pricing, etc. to the separate retirement plans.

Each responding vendor offering different products, product types, pricing, etc. to the HISD 403b plan versus the 457b plan must provide the data requested on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table for each product and investment being offered.

#### **PLEASE NOTE:**

**Section 3.2.13 through Section 3.2.16 apply only to responses offered as a multi-provider group contract as listed in Section 3.1.3.2.**

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### **3.2.13 Introduction**

If HISD determines that it will select a vendor as the result of this RFP section, it will select, at a maximum, two (2) vendors. The goal of HISD is to implement a retirement program with the best available investment options while continuing to offer diverse, high-quality options appropriate for a wide range of employee retirement needs, goals and investment acumen. The responding vendor must have proven experience administering voluntary 457(b) and 403(b) plans in a multi-vendor environment.

### **3.2.14 Mutual Funds and Variable Annuity Investment Products**

Responding vendors may offer both mutual fund and annuity products, but this is not required. Responding vendors should focus on offering quality funds that appropriately service a diverse employee population rather than a large quantity of funds.

Investment options may consist of mutual funds or variable annuity separate accounts or a combination of both mutual funds and variable annuity separate accounts. Each responding vendor may offer its proprietary variable annuity separate accounts or mutual funds and nonproprietary investment options provided that the options offered comply with all state and federal laws and regulations regarding the applicable retirement program and are appropriate for retirement programs of this type.

#### **3.2.14.1 Product Investments and Performance Data**

Each responding vendor must provide annuity and fund performance as of December 31, 2015 for all investment options proposed by the vendor for the HISD 457(b) Plan, multi-vendor group contract. Provide the product's investment data on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table and submit as an electronic Microsoft Excel spreadsheet (unprotected) and return in electronic format only (CD or flash drive), for each investment option offered. Stable value and fixed interest rate accounts must display net annual returns during the periods indicated on the table. Data will be aggregated in Excel and compared with other proposer submissions.

#### **3.2.14.2 Quality Criteria**

Each investment option under this section must meet the following criteria:

1. Have at least three years of investment experience as of December 31, 2015, or present other comparable indications of appropriate experience.
2. Have a performance rank in the top first or second performance quartile of the asset class to which it is allocated as defined by Morningstar for either the five or the three year period ending on December 31, 2015.
3. Have a total expense ratio, (i.e., the total of fund management fees, 12b-1 fees, annuity contract M&I fees and other expenses, less expense waivers) that is equal to or less than the asset category average as reported by Morningstar.
4. The Morningstar asset class information used for investment option comparisons, expenses and performance data, will be used to designate the options as either mutual fund or variable annuity account type peer groupings (i.e., mutual funds will be compared to mutual funds and variable annuities to variable annuities).

#### **3.2.14.3 Menu of Options**

Each mutual fund or variable annuity product proposal must include a menu of investment options from appropriately broad asset classes suitable for retirement portfolio construction and diversification.

Each responding vendor must assemble and offer HISD menu(s) reflecting the following objectives:

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1. The menu(s) should reflect broad diversification opportunities to accommodate a reasonable range of employee investment style preference. An investment menu would typically include: (1) asset allocation, target date, or lifecycle type options appropriate for the employee seeking diversification plus maximum investment simplification through the use of a single investment option selection and; (2) a reasonable number of options from asset classes appropriate for the employee seeking to construct a more tailored investment portfolio without excessive complexity.
2. Each option within a given menu must be offered based upon its overall value as an investment option within its asset class category. Such value determination is a fluid process as it is expected that investment options may be deleted or added as part of an ongoing evaluation process by the responding vendor. The value of an offered investment option will be based upon:
  - a. return performance (both relative and absolute) measured over appropriate time spans and relative to applicable benchmarks,
  - b. overall expense levels,
  - c. risk characteristics,
  - d. longevity, stability and experience of fund managers,
  - e. record of regulatory compliance,
  - f. consistency within asset style classification, and
  - g. any other appropriate consideration.
3. A responding vendor's offered menu should limit redundant options within an asset class, except when necessary to allow functioning of the services offered by the product.
4. Any offered option shall be clearly and specifically identified such that its performance and characteristics can be measured and compared against other options within its asset class.
5. If any offered option pays any fee or provides any service to the responding vendor offering such option within its menu, the responding vendor must fully disclose the amounts and terms of such fees and services in the responding vendor's proposal, in this section here.
6. Responding vendor agrees that the products offered in the responding vendor's proposal do not contain a life insurance feature.

### **3.2.14.4 Fixed Annuities**

Responding vendor agrees the offered fixed annuity investment product guarantees the protection of principal and a stated minimum interest rate. The credited rate may vary on a monthly or quarterly basis. The creditworthiness of the underlying investments in the fixed annuity product should be structured to minimize the possibility of loss of principal.

### **3.2.14.5 Interest Crediting Specifications**

Responding vendors offering a fixed-interest rate annuity investment product (whether a fixed annuity or fixed-interest rate option within a variable annuity) must describe the interest rate crediting procedures, and shall display such product's net annual returns during the five-year period ending December 31, 2015. Returns data may be provided on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table.

### **3.2.14.6 Stable Value Products**

Responding vendors proposing to provide mutual funds or variable annuities may offer a Stable Value product. The underlying investments of a Stable Value product must provide for the safety of participant accumulations. Responding vendors proposing a Stable Value product must fully describe the method for crediting earnings to a participant's account, and describe the credit and duration characteristics of the underlying securities, in this section here.

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Responding vendor must provide the net return during the five-year period ending December 31, 2015. Returns data may be provided on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table.

### **3.2.14.7 Permissible Fee Charges**

Certain recordkeeping, administrative, and investment management fees, and mortality and expense risk charges where appropriate, are permissible for investment products in the retirement programs. Surrender fees are not prohibited with fixed asset products. However, each responding vendor should take into consideration the competitive nature of this RFP before proposing products with associated fees that are not reasonable or competitive for the industry.

Responding vendor may explain in this section here any disagreement with the described permissible fee charges.

### **3.2.15 Credit Ratings Specifications**

Responding vendors offering an annuity product must affirm its credit ratings specifications by providing copies of all claims-paying ratings which it has received, whether voluntarily or involuntarily. The responding vendor must have received a minimum of three ratings for the responding vendor to be considered for selection by HISD, and one of those ratings must be from A.M. Best. HISD requires that the ratings from an insurance provider offering an annuity product must equal or exceed the following ratings:

1. A from Standard and Poor's (S&P); or
2. A from Fitch; or
3. A2 from Moody's and
4. A from A.M. Best.

HISD may at its discretion consider the annuity fixed account or annuity product of a vendor whose ratings do not meet or exceed the above criteria.

### **3.2.16 Other Available Retirement Plan Products**

The District administers the HISD 403(b) Retirement Plan in addition to the 457(b) plan, and both are available to all full and part time HISD employees. The HISD 403(b) Plan is not within the scope of this proposal. The providers and products available in the HISD 403(b) Plan are evaluated in accordance with requirements of the Teacher Retirement System of Texas. Providers submitting bids for the HISD 457(b) Deferred Compensation Plan may consider the District's objective to provide simple yet superior quality retirement plan benefits to employees across all available plans. The district will take into consideration the best overall services, employee education, investment products, and costs. District employees should receive an equal cost advantage for both plans to allow employees the flexibility to select the most appropriate plan suiting their personal needs and objectives, without a revenue incentive to the provider or its sales professionals.

Each responding vendor must indicate in this section here, whether the proposed 457b product is identical to the vendor's active product offered to the HISD 403b Plan. Responding vendors must outline and describe the product differences where the vendor's 457b product is not identical to the 403b product. Responding vendor must outline and describe and benefits of offering multiple products, product types, pricing, etc. to the separate retirement plans and outline the differences of the products; or explain the rationale and benefits of offering the same products, product types, pricing, etc. to the separate retirement plans.

Each responding vendor offering different products, product types, pricing, etc. to the HISD 403b plan versus the 457b plan must provide the data requested on Appendix B, the HISD 457b Plan RFP – Investment Product Comparison Table for each product and investment being offered.

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### **PLEASE NOTE:**

**Section 3.2.17 applies to all responses listed in Section 3.1.3, including single-provider and multi-provider response options.**

### **3.2.17 Administration Questions**

The spreadsheet provided for Appendix A, the HISD 457b Plan RFP – Vendor Questions & Answers lists each question in Section 3.2.17. Provide the answer to each question on the Excel spreadsheet and submit in electronic format.

Providers responding with offers under both response options (single and multi-provider) may answer the questions only once when an answer is identical for both response options. Some questions may require a separate answer for each response option. An additional spreadsheet column may be added as necessary to allow for separate answers. Each spreadsheet column must be appropriately labeled.

Answers should be provided in sufficient detail to explain the responding vendor's position as to each particular issue. All key words or phrases used in a response should be clear, or carefully defined when necessary. All answers provided shall be binding on the responding vendor.

Some questions may address more than one area of the proposal. In such cases, the responding vendor must provide answers that address each area.

### **General Vendor Information**

1. Provide a brief overview of your company and history of your organization including an organizational chart of your retirement plan operations. Please describe any parent/subsidiary/affiliate relationships.
2. Indicate the number of years your company has been active in the deferred compensation, and retirement plan business, i.e., 457(b), 403(b), etc.
3. Indicate the total value of assets in all deferred compensation plans for which you provide recordkeeping services.
4. Indicate the total number of participants in all deferred compensation plans for which you provide recordkeeping services.
5. State the total number of deferred compensation plans you currently administer.
6. State the number of deferred compensation plans currently administered for employee populations under 5,000.
7. State the number of deferred compensation plans currently administered for employee populations between 5,000 and 20,000.
8. State the number of deferred compensation plans currently administered for employee populations over 20,000.

### **References**

9. Provide a minimum of four references of current plan sponsor clients who have similar plan demographics to the HISD 457(b) Plan (i.e., size and plan design). At least one of the four should have converted within the last year, one should be a client for at least five years, and one reference should be a previous client who converted away from the responding vendor within the past three years. Please provide client name, contact name, email address, phone number, services provided, and year they became a client or terminated as a client.

Note: By providing reference contact information, you authorize HISD to contact the clients to discuss the services and service performance provided to these clients by your company and you authorize the clients to provide such information to HISD and you agree to release HISD and the clients from any liability arising from their actions.

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### **Account Team**

10. Describe the account team that would work directly with HISD during the transition and thereafter.
11. Provide the account team staff size, experience and turnover rates.
12. What is the average number of clients managed by the account team for similar plans?
13. How many of your employees work on deferred compensation plans?
14. Provide a breakdown of the account team by functional area.
15. Provide the client retention statistics for each of the last three years.
16. Provide your corporate mission statement.
17. Describe your organization's philosophy and approach to client services.
18. Describe your procedures for monitoring client and participant satisfaction.
19. Describe your service and timing standards.

### **Recordkeeping/Administration**

20. Describe the service team or individual provided for daily plan-administration needs.
21. Do you provide daily valuation of the fixed and variable accounts?
22. Describe the process and timing for crediting and allocating earnings.
23. Describe in detail how your system processes contributions.
24. Describe the process and timing for lump-sum distributions.
25. Describe the process and timing for systematic withdrawal distributions.
26. Describe the process and timing for rollovers to another plan or IRA.
27. Describe the process and timing for required minimum distributions.
28. Describe the process and timing for investment reallocation.
29. Describe how employee and employer contributions and accumulations are tracked?
30. Can funds rolled or transferred into the plan be accounted for separately from contributions, or are contributions and rollover funds commingled?
31. Can funds rolled or transferred into the plan be easily distributed by the system?
32. Describe in detail how your system handles federal and state tax reporting and how you will provide tax form preparation and filing.
33. Describe in detail how you administer and process domestic relations orders (QDROs).
34. Describe the system checks and balances to ensure transaction integrity?
35. Do you provide a plan sponsor administration manual?
36. Describe other relevant retirement plan administration services available from your company but not being offered by this proposal.

### **Information Security: General Data Protection**

37. Describe the physical access controls used to limit access to the responding vendor's data center and network components.
38. Describe the technical security measures taken to detect and prevent unintentional (accidental) and intentional corruption or loss of HISD data?
39. Describe the tools used to monitor the integrity of the external systems interacting with your systems to administer the proposed products and services.
40. Describe the procedures for detecting security incidents and ensuring timely remediation.
41. Describe the procedures and best practices used to protect the external systems interacting with the products and services proposed which may affect or contact HISD data?
42. Do you have written recovery plan policies and procedures to ensure data is securely backed up?
43. Describe the data backup policies and procedures.
44. How often are the data backup policies and procedures reviewed and updated?
45. Do you encrypt the data that is backed up?



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46. If answering no to question 45, describe the alternative safeguards used to protect HISD data backups against unauthorized access.
47. Describe any assumptions made in the preparation of your proposal regarding information security outside those already supplied by your company in the proposal.
48. Describe your organization's procedures for conducting fraud detection.
49. Describe the steps you are planning to take to implement a fraud and abuse detection plan, as required by the Sample Agreement.
50. List the proprietary and non-proprietary products and investments together with the corresponding owning company.

### **Access Control Security**

51. Describe the administrative safeguards implemented to screen staff members and contractors that would have access to the environment hosting HISD electronic data.
52. How will users authenticate to the proposed web portal application?
53. Describe the responding vendor's password policy including password strength, password generation procedures, and frequency of password changes.
54. Describe the user authentication safeguards or security access management used if other than passwords.
55. Describe the procedures used to ensure user authentication credentials are updated and terminated according to job role changes?

### **Use of Data**

56. Describe the data security protections to prevent unauthorized use, reuse, distribution, transmission, manipulation, copy, modification, access, or disclosure of HISD data?
57. Describe the data security protections to sanitize and dispose of HISD data according to prescribed retention schedules, and following the conclusion of a systems project, or termination of a contractor to render the data unrecoverable and prevent accidental or unauthorized access to HISD data.

### **Data Transmission**

58. Describe how HISD data is transmitted between you and HISD's plan administration system (Retirement Manager). If connecting via a private circuit, describe the security features incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way the responding vendor will safeguard HISD data.
59. Describe how confidential data is encrypted in transit and at rest.

### **Notification of Security Incidents**

60. Describe the procedures in place to isolate and disable all systems interacting with the service proposed if a security breach is identified.
61. Describe the procedures, methodology, and timetables does the responding vendor have in place to detect data security breaches and to notify HISD and customers.
62. Describe the procedures and methodology in place to detect data security breaches and notify customers in a manner that meets the requirements of the state breach notification law.
63. Describe the available remedies to participants harmed by a data security breach.
64. Describe the insurance coverage actively carried for data security breach incidences.

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### **Compliance with Law**

65. Describe the procedures and methodology in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of electronic discovery rules.
66. Describe the electronic format that HISD data will be kept and the tools available for HISD to access HISD data.

### **Regulatory and Legal Services**

67. Describe the type of legal support included in your proposal and any fees that apply.
68. Describe how you help plan sponsors stay informed and updated on regulatory and legislative changes.
69. Describe how you ensure your recordkeeping systems are in compliance with all regulations.
70. Describe past or pending litigation occurring since January 1, 2011 relating to or regarding services similar to the services you are proposing to provide.

### **Loans**

71. Describe your loan processing capabilities.
72. Do you have paperless loan application capabilities? If so, describe.
73. Describe the online or other methods available for HISD to manually approve loans if necessary.
74. Describe the flexibility in your loan repayment processing (i.e., additional loan payments, multiple loans, missed payments).
75. Describe how you administer delinquent and defaulted loans.
76. Describe the participant's options to payoff a defaulted loans, prior to a distribution triggering event.
77. Describe the factors determining the loan interest rate and its variability.
78. Describe the loan-to-accumulation calculation.
79. Describe any other features or limitations of the loan system not described above (e.g., loan modeling, amortization scheduling, etc.).

### **Hardship and Unforeseeable Emergency Withdrawals**

80. Describe in detail your hardship or unforeseeable emergency processing capabilities.
81. Describe the paperless hardship or unforeseeable emergency capabilities if available.
82. Describe the distribution availability of unrestricted accumulations.

### **Reporting**

83. Describe the standard reporting package provided to HISD as well as the medium(s) used (provide samples).
84. Describe any standard, customizable and ad hoc reporting capabilities including online report capabilities (provide samples).
85. Describe your standard participant-level statements and documents (provide samples).
86. Describe your customization capabilities for participant-level statements.
87. What is the standard timeframe for providing each report after the reporting period ends?

### **Employee Services**

#### **Voice Response System**

88. Describe the service and functions available through your voice response system (VRS).
89. Describe how VRS transactions are processed and documented.
90. Describe how data is secured within the system (e.g., PIN, audit trail, confirmations).
91. Describe the level of customization available within your VRS.

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92. What are the standard hours of operation?
93. Describe any typical transactions that cannot be processed through the VRS.
94. Provide a written diagram of the VRS menu tree.
95. Can a participant elect to move from the VRS to a service representative?
96. How often is the participant data updated in the VRS?

### Call Center Metrics and Training

97. Describe the services available to participants serviced by the call center representatives.
98. Describe the available service levels which may be available to participants serviced by the call center representatives.
99. Provide the data, tools, and service features available to call service representatives to help them service participants.
100. What are your quality control procedures for calls that have service issues?
101. Provide the phone service center and other processing center location cities.
102. Provide the number of phone center representatives available to service the HISD 457 plan participants per each service center location?
103. Describe your call recording and quality control monitoring procedures and quality control metrics.
104. Provide the actual telephone center service statistics for each category listed below, for each of the three calendar quarters ending 6/30/2015, 9/30/2015, and 12/31/2015.
  - a. number of calls
  - b. average length of calls
  - c. average response time
  - d. percentage of calls requiring follow-up
  - e. call abandonment rate
  - f. percentage of incoming calls serviced exclusively by VRS
  - g. percentage of incoming calls serviced by representatives
  - h. number of service requests serviced on website
  - i. percentage of service requests serviced on the website
  - j. percentage of service requests serviced on the call center
  - k. percentage of service requests serviced on the VRS.
105. Describe the professional training given to the new call center advisors and representatives (whether licensed or not licensed, commissioned or not commissioned) by providing the training program class curriculum outline including the following:
  - a. training topic name
  - b. training topic synopsis
  - c. time per training topic
  - d. learning style (classroom, online, workbook, self-study, etc.).
106. Describe the ongoing training program and annual training hour requirements for call center advisors, representatives and agents.
107. Provide the prior year's training curriculum outline for new hire representatives.
108. Describe the professional training given to the new local Houston financial representatives and sales professionals (whether licensed or not licensed, commissioned or not commissioned) by providing the training program class curriculum outline including the following:
  - a. training topic name
  - b. training topic synopsis
  - c. time per training topic
  - d. learning style (classroom, online, workbook, self-study, etc.).
109. Describe the ongoing training program and annual training hour requirements for local Houston financial representatives and sales professionals.
110. Provide the prior year's training curriculum outline for local Houston new hire representatives.

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### **Mobile Device Features**

111. Confirm that your firm offers mobile device capabilities.
112. Provide the mobile device application platforms available for the HISD 457b plan.
113. Describe all the relevant product and service features available to participants on the supported applications.
114. Explain any application capability and feature differences between the supported platforms.
115. Describe any planned upgrades and their timeline for availability.

### **Access by Disabled Persons**

116. Describe your methods of providing access to the voice response system, the participant website, and the call center to disabled persons, including the hearing and visually impaired.

### **Investment Representatives**

117. Explain your method of providing one-on-one financial education to HISD employees.
118. Provide the number of local investment representatives available by your organization in the City of Houston.
119. How many of the local investment representatives will be paid on a commission versus a salary basis in the City of Houston?
120. Describe how you will respond to participant complaints and concerns regarding investment representatives.
121. Will your local investment representatives be dedicated to providing financial education and service to HISD or will they service multiple clients?

### **Communication and Education**

122. Briefly describe your background and experience in providing participant communication and education programs in a single-provider environment, or multi-provider environment, as applicable.
123. Identify the key elements provided as part of a standard communication and education program package included in your proposal.
124. Identify the key elements provided as part of a financial literacy program included in your proposal.
125. Describe the personnel resources that will be provided for both the initial and ongoing communication and education program.
126. Provide a list of communication and education materials available in languages other than English.
127. How is the communication and education material created? Explain if it is in-house, by a third party, a collaboration, etc.
128. Describe the process you use to help plan sponsors measure the effectiveness of the employee education services being offered.
129. Describe the services available (e.g., personal questionnaires, software) to help individual participants with financial planning and retirement preparedness.
130. Describe the participant education tools and delivery medium (online, booklets, etc).
131. Describe the education tools, retirement illustrations, or online programs available to help participants prepare for retirement income generation and distributions.
132. Provide samples of initial enrollment and ongoing communication materials and describe the communications objectives (e.g., increased participation, etc.)
133. Provide samples of financial literacy information and tools.
134. Provide samples of communication and education materials used to target different age groups and employees at different life stages. This could be print, email, web-based or other designs appropriate for social media.
135. Do you provide personal financial wellness services, or partner with such a service? If so, describe the services.

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### Investments

136. Describe your organization's ability to provide investment vehicles for deferred compensation and defined contribution plans.
137. Describe the extent to which these vehicles are provided in-house or through external managers.
138. Discuss the product type(s) offered, the number of investments, and the asset class diversification being proposed for the plan.
139. Discuss the factors and criteria used to determine the best match for the HISD 457 Plan and employees.
140. Discuss your organizations ability to make available the lowest expense share class funds for our plans.
141. Discuss the strategy to minimize investment fees and expenses while offering valuable retirement services to employees.
142. Describe the product differences if offering non-similar products to the HISD 457b Plan and the HISD 403b Plan.
143. Provide an outline and description of the fees and revenue sharing received by any nonproprietary investments offered in the proposal.
144. Describe any value-added benefits or features not mentioned within this RFP but available through your company that would be beneficial to a participant's overall financial planning.
145. Describe your availability to provide investment advice to participants.
146. Describe the fiduciary services if available, or other alternatives.
147. Describe your managed account services and advice capabilities if offered and explain the services and whether available as an in-house service or by a third party.
148. Describe the managed account services and process, mode and scope of advice.

### The Agreement

149. Describe your organization's general system for contract administration and contract compliance.
150. Confirm that your organization has reviewed and agrees to execute the attached Sample Agreement if selected as a Contracting Vendor.
151. List any provisions or terms of the Sample Agreement where your company may request negotiation and indicate the alternative terms.
152. Confirm that your organization has taken all steps required by your organization's internal policies, including review by outside counsel of the Sample Agreement, and confirm that no further attempts to renegotiate these terms will be made by your organization or outside counsel prior to your organization's execution of the Agreement unless specifically noted in your response.
153. Confirm that your organization agrees to meet all performance requirements as specified in this RFP.
154. Confirm that your organization agrees to pay the performance service guarantees specified in this RFP.

### **3.3 SPECIFICATIONS:** N/A

**3.4 COST:** Supplier shall provide a 30-day written notice of any price changes during the term of the Agreement and provide supporting manufacturer and/or distributor documentation to support such price adjustments.

**3.5 EVALUATION FACTORS:** The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

If the evaluation committee has reasonable grounds to believe that the proposer with the highest ranking score is unable to perform the required services to the satisfaction of HISD, HISD reserves the right to make an award to

## RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan

another proposer who in the opinion of the evaluation committee would offer HISD the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are: past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

Criteria #	Criteria Description	Weighted Value
1	the purchase price	___30___%
2	the reputation of the Proposer and of the Proposer's goods or services	___5___%
3	the quality of the Proposer's goods or services	___20___%
4	the extent to which the goods or services meet the District's needs	___26___%
5	the Proposer's past relationship with the District	___5___%
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	___10___%
7	the total long-term cost to the District to acquire the Proposer's goods or services	___3___%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	___1___%
9	List and weigh any other relevant factors	___0___%

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

### **IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS.**

4.1 Pricing will be submitted using Appendix B-HISD 457(b) Plan RFP- Investment Product Comparison Table

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**V. FORM A - COMPANY INFORMATION:**

**Notice**

This form requires a manual signature after each subsection, a manual signature on the final page and a notary attestation at the conclusion of the form, and must be included with the proposal in tab 2 of the Proposal.

STATE OF \_\_\_\_\_

§  
§  
§

**AFFIDAVIT OF OWNERSHIP, CONTROL  
AND CORPORATE INFORMATION**

COUNTY OF \_\_\_\_\_

**BEFORE ME**, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

\_\_\_\_\_ [FULL NAME]

(HEREAFTER "AFFIANT"), \_\_\_\_\_ [STATE

TITLE/CAPACITY WITH PROPOSAL] OF (PROPOSAL'S CORPORATE/LEGAL NAME), WHO BEING BY ME DULY SWORN ON OATH

STATED AS FOLLOWS:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;
  
2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH \_\_\_\_\_  
 \_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] WHICH IS EXPECTED TO BE IN THE  
 AMOUNT THAT EXCEEDS \$10,000.
  
3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.



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**5.1 SUBSECTION I - COMPANY INFORMATION:**

COMPANY NAME \_\_\_\_\_

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER \_\_\_\_\_

HOME OFFICE \_\_\_\_\_ LOCAL OFFICE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON'S NAME \_\_\_\_\_

CONTACT PERSON'S TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CONTACT PERSON'S E-MAIL ADDRESS \_\_\_\_\_

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION \_\_\_\_\_

2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME \_\_\_\_\_

3. DOES YOUR COMPANY PAY TAXES TO THE HOUSTON INDEPENDENT SCHOOL DISTRICT? \_\_\_\_\_

4. ARE YOUR TAX PAYMENTS TO HISD CURRENT? \_\_\_\_\_

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5. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE  
HOUSTON INDEPENDENT SCHOOL DISTRICT  YES  NO

6. TYPE OF BUSINESS ENTITY:  PUBLICLY TRADED CORPORATION  PRIVATE CORPORATION  LIMITED PARTNERSHIP  
 PARTNERSHIP  SOLE PROPRIETORSHIP  NOT FOR PROFIT ENTITY

7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

CHARTER NUMBER \_\_\_\_\_

PRESIDENT \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

CORPORATE SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

8. IF PARTNERSHIP OR CORPORATION , DATE OF ORGANIZATION CREATION \_\_\_\_\_

9. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

10. NUMBER OF YEARS DOING BUSINESS WITH HISD \_\_\_\_\_

11. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? \_\_\_\_\_ YES \_\_\_\_\_ NO

12. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

13. IS YOUR COMPANY CAPABLE OF PROVIDING A DEDICATED WEBSITE WITH YOUR CATALOG WITH HISD'S PRICING?  
\_\_\_\_\_ YES; \_\_\_\_\_ NO. IF YES, CAN YOUR WEBSITE INTERFACE WITH SAP PUBLIC SECTION 7.0 / ECC  
6.0 OPEN CATALOG INTERFACE (OCI) COMPLIANT? \_\_\_\_\_ YES \_\_\_\_\_ NO.

14. CAN YOUR COMPANY PROVIDE HISD WITH PERIODIC PREFORMATTED FLAT FILE UPDATES OF YOUR CATALOG?  
\_\_\_\_\_ YES; \_\_\_\_\_ NO.

15. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.

16. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:

---

---

17. MINORITY OWNERSHIP:

IS YOUR FIRM A MINORITY AND/OR WOMAN OWNED FIRM?  YES  NO

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED \_\_\_\_\_

MARK ALL THAT ARE APPROPRIATE:

ANGLO  AFRICAN AMERICAN  HISPANIC  AMERICAN INDIAN  ASIAN/PACIFIC ISLANDER  
 MALE  FEMALE

LOCATION:  HOUSTON  TEXAS  OUT OF STATE  OUT OF STATE WITH LOCAL OFFICE

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

THE HOUSTON BUSINESS COUNCIL  SMALL BUSINESS ADMINISTRATION  
 DEPARTMENT OF ENERGY  DEPARTMENT OF DEFENSE  
 DEPARTMENT OF TRANSPORTATION  METRO TRANSIT AUTHORITY  
 CITY OF HOUSTON

18. CHECK ONE OF THE FOLLOWING:

PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE  
 PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

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19. A ME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: \_\_\_\_\_  
IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS  YES  NO  
IF YES, WHAT PERCENTAGE: \_\_\_\_\_%

20. EQUAL OPPORTUNITY EMPLOYER INFORMATION

THE HOUSTON INDEPENDENT SCHOOL DISTRICT CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

CURRENT TOTAL NUMBER OF EMPLOYEES \_\_\_\_\_ NUMBER OF MALES \_\_\_\_\_ NUMBER OF FEMALES \_\_\_\_\_

OF THE TOTAL NUMBER OF PERSONS CURRENTLY EMPLOYED, PROVIDE THE FOLLOWING INFORMATION:

NUMBER OF ANGLO \_\_\_\_\_ NUMBER OF AFRICAN AMERICAN \_\_\_\_\_

NUMBER OF HISPANIC \_\_\_\_\_ NUMBER OF OTHER MINORITIES \_\_\_\_\_  
MEXICAN-AMERICAN / SPANISH SURNAMES

DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"?  YES  NO

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT?  YES  NO

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION?  YES  NO

NAME AND TITLE OF PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

21. LIST YOUR BANKING REFERENCE:

BANK NAME \_\_\_\_\_ OFFICER'S NAME \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_

OFFICER'S TELEPHONE NUMBER \_\_\_\_\_ OFFICER'S FAX NUMBER \_\_\_\_\_

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**5.2 SUBSECTION II - CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract and/or agreement with HISD is required by Texas Law to disclose, in advance of the contract and/or agreement award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony?  Yes  No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony?  Yes  No

Has any manager or director of your entity been convicted of a felony?  Yes  No

Has any employee of your entity been convicted of a felony?  Yes  No

If Yes, give details:

---

---

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**5.3 SUBSECTION III - FREE OF INDEBTEDNESS STATEMENT:**

The Texas Education Code (Section 44.044) provides that school districts, by resolution of the Board of Trustees, may establish regulations requiring that persons or entities entering into a contract and/or agreement or transaction with the District not be indebted to the District. The Board of Education has approved a resolution establishing policy that requires that the awarded, or selected, suppliers be free of any indebtedness to the District. The following information must be completed by individual and/or business entities.

List all the tax account numbers for all property taxes due the Houston Independent School District:

_____	_____
_____	_____
_____	_____
_____	_____

Are all City, County, and Houston Independent School District property taxes, both real and personal, assessed against property owned by individual and/or business entity paid?

Yes  No

If you answer "no" to this question, provide detail of the amounts due the District and your current plan to satisfy this indebtedness.

I attest that I have answered the questions regarding indebtedness to the Houston Independent School District truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**5.4 SUBSECTION IV - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Mr. Gilberto Carles, MBA; General Manager – Procurement Services; Houston Independent School District; 4400 West 18<sup>th</sup> Street; Houston, Texas 77092.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

### **5.5 SUBSECTION V - STATEMENT OF NON-COLLUSION:**

The undersigned Proposer does hereby certify:

- a) That all statements of fact in such proposal are true.
- b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) That such proposal is genuine and not collusive or sham.
- d) That Proposer(s) has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.
- e) That Proposer(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) That Proposer(s) did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) That Proposer(s) did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) That Proposer(s) did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i) That no officer or principal of the undersigned firm is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.



**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

I attest that I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**5.6 SUBSECTION VI - SUBSECTION VI ANTITRUST CERTIFICATION STATEMENT:**

**(Texas Government Code §2155.005)**

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

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

Proposer Signature \_\_\_\_\_

Proposer Printed Name \_\_\_\_\_

Position with Company \_\_\_\_\_

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

Corporate Officer's Signature \_\_\_\_\_

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

Position with Company \_\_\_\_\_

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor 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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>				
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor 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 vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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 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 interest of one 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 and family relationship with the local government officer named in this section.</p>				
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>				

Adopted 8/7/2015

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Proposer, that Affiant is associated with the Proposal in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(seal)

\_\_\_\_\_  
Notary Public

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**VI. FORM B - M/WBE INSTRUCTIONS:**

Please refer to Attachment B-MWBE Participation Report that is located on HISD's Procurement Web Site.

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### VII. FORM C - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### (NON-CONSTRUCTION CONTRACTS)

The Houston Independent School District ("the District") is required to obtain certain certifications from organizations receiving District payments paid from federal funds budgets.

Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District's sub-contractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated **[date]** (the "Agreement"), between the District and **[name of vendor]** ("Vendor") in all situations where the vendor has been paid from federal funds.

**1. Equal Employment Opportunity** – In fulfilling its obligations under the Agreement, Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Rights to Inventions Made Under a Contract or Agreement** – To the extent that the Agreement requires the performance of experimental, developmental or research work, Vendor agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

**3. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended** – In the event that the fees payable to Vendor under the Agreement exceed \$100,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

**4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** - In the event that the fees payable to Vendor under the Agreement exceed \$100,000, vendor shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the vendor.

**5. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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**6. Access to Records** – Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**7. Applicability to Subcontractors** – Vendor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Corporate Officer’s Signature

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

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

\_\_\_\_\_  
City, State and Zip Code

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**VIII. FORM D - PRICING AND SERVICE AFFIRMATION**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** Houston Independent School District

**RFP Number:** \_\_\_\_\_

**RFP Name:** \_\_\_\_\_

Proposer will provide the product/services to the Houston Independent School District (“HISD”) and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. HISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Price Schedule (**Form F**) to this RFP.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above- referenced RFP upon the terms quoted below.

**\_\_\_.1 Price and Products/Services Quotation**

The prices quoted shall be HISD’s pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that HISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement.

Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

**\_\_\_.2 Price Assurance**

Proposer agrees that, if Proposer is awarded a contract, equal and identical pricing may be extended to another governmental agency (see section 2.15.2 and 2.29 of this RFP).



**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**\_\_3 HISD Payment Terms**

HISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to HISD:

**\_\_4 General Terms and Conditions**

Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP unless exceptions are identified in the Exception Form (Form E).

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_days / net 30 days.

Respectfully submitted:

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Corporate Officer's Signature )

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

**IX. FORM E - EXCEPTION FORM**

**All deviations and exceptions to this RFP must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Proposer(s) assures HISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFP. THIS EXCEPTION FORM MUST BE SIGNED BY EACH PROPOSER(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE PROPOSAL.**

<b>SECTION #, PARAGRAPH # (OR SUBSECTION #) AND PAGE</b>	<b>EXCEPTION</b>
--	------------------

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Corporate Officer's Signature

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

\_\_\_\_\_  
Date

## **RFP # 15-11-05 HISD 457(B) Deferred Compensation Plan**

### **X. FORM F - (PRICE SCHEDULE)**

Proposer is asked to submit pricing as identified in Section IV. A hard copy of Form F must be submitted under Tab 7 in the proposal.

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**XI. FORM G - SUPPLIER RELATIONS – CHE (LOCAL) QUESTIONNAIRE:**

*Board of Education Policy CHE (Local) adopted October 11, 2012 requested that all proposers supply the Board of Education the information contained below. While this information is requested in other parts of Form A this questionnaire provides the information specifically related to CHE (Local).*

Legal Name of Business: \_\_\_\_\_

Type of Business and  
types of products or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Names of parent company, subsidiaries, or other name under which they are currently conducting or have previously conducted business with the District:

Parent Company

Subsidiaries	Subsidiaries

Other Names	Other Names

Number of Full Time Employees: \_\_\_\_\_ Part Time Employees: \_\_\_\_\_





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Other Banking/finance Institutions:

Finance Institution Name	Finance Institution Name

Name of insurance companies and bonding company (if applicable)

Insurance Companies	Insurance Companies

Bonding Company	Bonding Company

Identification of any past, pending, or present litigation involving the District and any company owners, principal shareholders or stockholders, officers, agents, salespeople or employees.

Style of Litigation	Type of Litigation	Current Status

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Style of Litigation	Type of Litigation	Current Status

Relationship to any Political Action Committees (PAC) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Make copies of any table if additional rows are needed and attach additional sheets)**

I attest that I have answered the questions relating to CHE (Local) truthfully and to be best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE