



## HR Benefits Broker

### Request for Proposals

ISSUE DATE: June 1, 2017

DUE DATE: **11:00 a.m. on June 22, 2017** ("Submission Deadline")

INSTRUCTIONS: Please submit 3 paper copies and 1 electronic copy of the respondent's proposal on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write "**HR Benefits Broker**" clearly on the outside of the sealed envelope. Submittals received by email, fax or after the Submission Deadline will be rejected.

SUBMIT TO: Houston First Corporation, Attn: General Counsel, 701 Avenida de las Americas, Ste. 200, Houston, TX 77010.

CONTACT INFO: Questions concerning this RFP must be sent by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **9:00 a.m. on June 15, 2017**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online.

**OVERVIEW.** Convention and Cultural Services, Inc. ("CCSI") is pleased to issue this Request for Proposals ("RFP") from experienced benefit-plan brokers (each a "Proposer" and collectively, "Proposers") capable of effectively managing CCSI benefit plan costs while simultaneously meeting the needs of its employees. CCSI is a Texas non-profit corporation located in Houston that provides human resources and related services, including benefits and payroll, to Houston First Corporation, a local government corporation.

**PROPOSAL FORMAT.** To be considered responsive, Proposers are asked to include all of the following information in their Proposal:

- a. **Transmittal Letter:** Include a brief statement summarizing respondent's understanding of the work to be done signed by a person authorized to make representations on behalf of the Proposer, including his or her direct phone number and email address. Include a brief, unambiguous statement accepting and agreeing to enter into the HR Benefits Broker Service Agreement if selected.
- b. **Broker Profile:** Summarize the services, knowledge and experience the Proposer can provide to CCSI, including whether the Proposer specializes in a particular area, or handles all types of benefits insurance. Provide an overview of how the Proposer would evaluate costs and plan designs. In what manner and to what extent will the Proposer assist CCSI and its employees with the open enrollment process and claims-resolution problems?
- c. **References:** Provide three current references, including contact information, for other clients for whom the Proposer provides similar services.
- d. **Pricing:** Discuss the cost of the Proposer's services and provide any relevant fee schedules. Is the Proposer paid commissions by the insurance companies or does the Proposer use a flat fee structure?
- e. **Team:** Identify the essential personnel who would be assigned to work with CCSI; include a brief summary of their experience and qualifications. Please mention if the Proposer or its probable subcontractors are certified as MWDBEs or HUBs.

Although there is no page limit for Proposals, CCSI asks that Proposers ensure that their submittals are clear and concise.

**MANNER OF SELECTION.**CCSI intends to make a selection and enter into a contract with the best-qualified Proposer based, in equal measure, on the following selection criteria: Transmittal Letter Content; Broker Profile; References; Pricing, and Team. CCSI reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve its best interests. This RFP does not commit CCSI to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. CCSI reserves the right to request clarifications, require additional information, schedule an interview, and/or solicit best-and-final offers from some or all Proposers prior to making a final selection.

**FORM OF AGREEMENT.** The HR Benefits Broker Service Agreement is provided below; the fees and the scope of services will be determined upon selection. Proposers who cannot accept the terms of the HR Benefits Broker Service Agreement will be deemed nonresponsive to this RFP.

**PRE-SUBMITTAL MEETING.** A pre-submittal meeting has not been scheduled and will not be held.

**LETTERS OF CLARIFICATION.** Any revisions to be incorporated into this Invitation to RFP will be confirmed in a written letter to all potential respondents (“Letter of Clarification”) prior to the Submission Deadline. When issued, Letters of Clarification automatically become part of this RFP and shall supersede any previous specifications or provisions in conflict therewith. By submitting a Proposal, Proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their Proposal. It is the responsibility of Proposers to monitor [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business) to ensure they receive any such Letters of Clarification.

**RESTRICTIONS ON COMMUNICATIONS.** From the date issued until the Submission Deadline, potential respondents are directed not to communicate with any CCSI or Houston First Corporation employee, officer or director regarding any matter relating to this RFP, other than through [bids@houstonfirst.com](mailto:bids@houstonfirst.com). CCSI shall reject and Proposer found to be in violation of this restriction.

**COLLUSION.** Proposers represent that the contents of their proposals have not been communicated, directly or indirectly, to any potential Proposer and that their submissions are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Proposer; this restriction is not, however, intended to preclude preliminary negotiations with diversity subcontractors.

**WITHDRAWAL; ERROR.** Proposals may be withdrawn due to errors or for any other reason online or by submitting a written request by email prior to the Submission Deadline.

## HR BENEFITS BROKER SERVICE AGREEMENT

This HR Benefits Broker Service Agreement (“Agreement”) is made by and between Convention and Cultural Services, Inc., a Texas nonprofit corporation (“CCSI”) whose address for purposes of this Agreement is 701 Avenida de las Americas, Ste. 200, Houston, TX 77010, and [TBD] (“Broker”) whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Services. Broker shall provide all services required to effectively manage all CCSI benefit plan costs while simultaneously meeting the needs of its employees. The Scope of Services attached hereto as Exhibit “A” and made a part hereof for all purposes.

2. Term and Renewal. The term of this Agreement is deemed to be effective for all purposes from the Effective Date and, unless earlier terminates as provided herein, shall continue in full force and effect through and including August 17, 2018 (the “Term”). CCSI may, in its sole discretion, renew the Term for up to three additional terms, each one-year in length, on the same terms and conditions as provided in this Agreement. CCSI may exercise such option by notifying Broker in writing prior to the expiration of the initial Term or then-current renewal Term.

3. Fees. Subject to all terms and conditions of this Agreement, CCSI agrees to pay Broker [TBD].

4. Invoices. Broker will be paid on the basis of monthly invoices submitted by Broker, and approved by CCSI, detailing the services provided by Broker during the previous month and the attendant fee. Invoices shall be submitted electronically by the fifth calendar day of the month following each month in which services are performed. CCSI shall make payment to Broker within 30 calendar days of the receipt and approval by CCSI of such invoices. If any item in any invoice submitted by Broker is disputed by CCSI for any reason, including lack of supporting documentation, then CCSI shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that CCSI shall promptly notify Broker of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Broker shall include the disputed amount on a subsequent regularly scheduled invoice or on an invoice for the disputed item only.

5. Standard of Care. Broker represents that it shall undertake its services expeditiously, commensurate with the best interests of CCSI, and at all times in a manner consistent with the skill, judgment, diligence, and care ordinarily provided by persons performing comparable services. Broker represents that it shall act in accordance with applicable laws and observe high standards of ethics in the conduct of its services and responsibilities under this Agreement. Broker shall identify a representative authorized to act on behalf of Broker with respect to the work performed hereunder.

6. Insurance Coverages. Broker shall maintain, from the Effective Date until final completion of its services hereunder, at least the following insurance and available limits of liability:

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|---------------------------------|--|
| a. Commercial General Liability | Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate |
| b. Workers’ Compensation        | Statutory limits for Workers’ Compensation   |
| c. Employer’s Liability         | Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee   |

7. Insurance Endorsements and Requirements. An additional insured endorsement in favor of CCSI and Houston First Corporation shall be included on the Commercial General Liability. Each policy shall contain an endorsement approved by CCSI waiving any claim or right in the nature of subrogation against CCSI and Houston First Corporation. Broker's policies of insurance shall be primary and non-contributory as to any policies of insurance CCSI or Houston First Corporation may maintain with respect to claims arising hereunder. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least A- and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States. Broker shall deliver an insurance certificate evidencing such insurance requirements to CCSI within five calendar days of the Effective Date.

8. Confidential Information. Broker agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Broker protects its own confidential information, but in any event with no less than a commercially reasonable standard of care. Broker shall restrict use of Confidential Information to purposes necessary to fulfill its service obligations hereunder. As used herein, the term "Confidential Information" shall mean any information relating to the business, operations, plans, finances, or assets of CCSI or Houston First Corporation (whether oral or written, and whether in electronic or other form) disclosed to Broker or learned or developed by Broker in connection with the performance of by Broker under this Agreement.

9. Release. **BROKER AGREES TO AND SHALL RELEASE CCSI AND HOUSTON FIRST CORPORATION, INCLUDING THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY BROKER UNDER THIS AGREEMENT, INCLUDING LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY BROKER.**

10. Indemnification. **BROKER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CCSI AND HOUSTON FIRST CORPORATION, INCLUDING THEIR EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF BROKER IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY BROKER.**

11. Notice of Claims. If CCSI or Broker receive notice of any claim or circumstances which could give rise to an, indemnified loss, then the receiving party shall give written notice to the other party, within 14 calendar days, including a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice does not prevent CCSI from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If CCSI does not provide this notice within the 14-day period, it does not waive any right to indemnification except to the extent that Broker is materially prejudiced, suffers loss, or incurs expense because of the delay.

12. Assumption of Defense. Broker may assume the defense of the claim at its own expense with counsel chosen

by it that is reasonably satisfactory to CCSI. Broker shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Broker must advise CCSI as to whether or not it will defend the claim. Broker shall notify CCSI of any and all offers to settle the claim. If Broker does not assume the defense, then CCSI shall assume and control the defense, and all defense expenses constitute an indemnification loss.

13. Continued Participation. If Broker elects to defend the claim, then CCSI may retain separate counsel to participate in the defense and to participate in any settlement negotiations. Broker may settle the claim without the consent or agreement of CCSI, unless it would result in injunctive relief or other equitable remedies or otherwise require CCSI or Houston First Corporation to comply with restrictions or limitations that adversely affect their interests, would require CCSI or Houston First Corporation to pay amounts Broker does not fund in full, or would not result in the full and complete release of CCSI and Broker from all liability to the plaintiffs or claimants who are parties to or otherwise be bound by the settlement.

14. Termination for Cause. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

15. Termination for Convenience. CCSI may terminate this Agreement at any time by giving 30 calendar days' written notice to Broker. CCSI's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Broker shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Broker shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. CCSI shall then pay the fees to Broker for services actually performed, but not already paid for, in the same manner as prescribed herein.

16. Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 7 calendar days after the Force Majeure ceases. If the Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days written notice to the other party; such termination is not a default or breach of this Agreement.

17. Successors and Assigns. CCSI and Broker, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Broker shall not assign, in law or otherwise, sublet or transfer any interest in this Agreement without the prior written consent of CCSI. CCSI reserves the right to assign this Agreement in its discretion, to be effective immediately upon notice to Broker.

18. Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

19. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

20. Independent Contractor. The relationship of Broker to CCSI shall be that of an independent contractor. Broker has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

21. Inspections and Audits. CCSI and its designees shall have the right, at any time during the Term or four calendar years thereafter, to audit all of the books of account, documents, contracts, subcontracts, records, papers, and other files of Broker arising out of or relating to this Agreement. Broker shall, upon request of CCSI, make all such materials available for such examination by CCSI and/or its designee at a location designated by CCSI. If any such audit shall reflect that CCSI has misappropriated or misapplied any funds for purposes outside of those specified in this Agreement, then Broker shall pay to CCSI such amount upon demand. Nothing in this section shall affect the time for bringing a cause of action or the applicable statute of limitations.

22. Applicable Law. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas. Broker shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation require to perform its services under this Agreement.

23. Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

24. Survival. Broker shall remain obligated to CCSI under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement.

25. Extent of Agreement. This Agreement, including the exhibits, represents the entire and integrated agreement between CCSI and Broker and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing signed by both parties.

The parties hereto have caused this agreement to be duly executed by their authorized representatives to be effective for all purposes as of the date of signature by CCSI (“Effective Date”):

[Signature block and Scope of Services to be included in final Agreement]