



Employee Benefits Consulting Proposal for Texas:

# EDUCATION SERVICE CENTER, REGION 10

RFP #R10-1125

MEDICAL INSURANCE PLAN CONSULTANT SERVICES

September 16<sup>th</sup>, 2021

**Steve Orta, Managing Director**

**Brent Weegar, Senior Vice President and Public Sector Practice Leader**

HUB International

10000 North Central Expressway

Suite 1200

Dallas, TX 75231





September 16<sup>th</sup>, 2021

Education Service Center, Region 10  
Mr. Clint Pechacek, Purchasing Consultant  
400 E. Spring Valley Rd  
Richardson, TX 75081

**HUB International**

10000 North Central Expressway  
Suite 1200  
Dallas, TX 75231  
214-443-2429  
**hubinternational.com**

Dear Mr. Pechacek,

HUB International would like to thank you for the opportunity to provide Region 10 ESC with a proposal for Employee Benefits Consulting for Texas. We have reviewed the Scope of Work and are expertly prepared to deliver the items requested.

Our consulting teams have significant experience working with government sector employers and employees. There are few, if any, consultants in Texas who can match their experience. We advise clients on how to confidently navigate change and tailor benefit strategies to support and engage their employees. It is our belief that employers should treat each benefit dollar spent as an investment rather than an expense. Our value-added services are designed to provide the highest possible return on this investment while being focused on your objectives and impacts to your culture.

HUB will work with each of District to:

- Provide expert guidance and evaluation for potentially exiting the TRS-ActiveCare system including cost projections, benefit design, solicitation assistance and implementation.
- Collaborate with the District, to develop a multi-year blueprint strategy which identifies opportunities for improvement and sustainability through plan design, network strategies, and pharmacy management.
- Assist leadership with a strategic review to identify areas for cost savings while maintaining a viable health and welfare employee benefit program that promotes employee choice and consumerism.
- Enhance the employees' understanding of their benefits through careful planning and effective communication strategies designed to engage and educate employees.
- Provide ongoing support throughout the year working collaboratively with the District's team.
- Deliver timely and insightful updates on trends impacting medical and pharmacy programs.

We are committed to being your strategic partner. Thank you for this opportunity to provide a proposal to serve as your trusted advisor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brent Weegar", is written over a horizontal line.

**Brent Weegar, Public Sector Practice Leader**

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214-443-2429

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## Company Profile

1. What is your company's official registered name?

Our official registered name is HUB International Texas, Inc.

2. Provide a link to your company's website.

HUB International's website is as follows: <https://www.hubinternational.com/>.

3. What is/are your corporate office location(s)?

HUB International's corporate office is in Chicago, Illinois and our Texas regional office is in Dallas. We also have numerous offices around the entire state, shown in the map below.

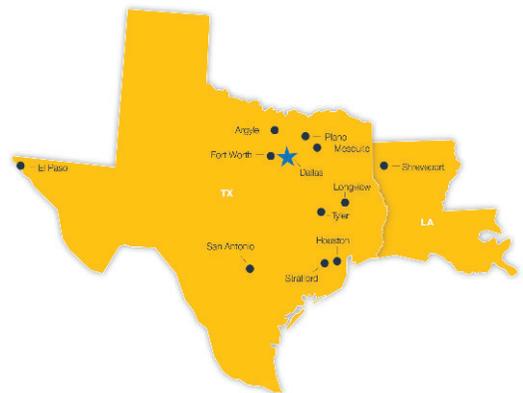
4. Please provide a brief history of your company, including the year it was established.

**HUB International Texas, Inc.** was born in 1998 with the merger of 11 privately held insurance brokerages. HUB is a private global insurance brokerage, ranked the 5<sup>th</sup> largest in the world, that puts you at the center of everything we do. HUB International is structured around large regional hubs, with over 450+ satellite offices strategically located throughout the U.S. and Canada.

We are often asked what makes HUB different. The simple answer is that we strive to partner with our Districts to make a positive impact on their business. We will take the time to thoroughly understand the District's objectives and culture so that we can build a long-term strategic relationship.

As a Texas based company serving over 400 Texas Public Entities, there are a unique set of objectives, rules and culture that apply to public entities. With that in mind, it's important to partner with a consulting team who has significant experience working with public sector employers and employees. There are few, if any, consultants in the state who can match the public sector experience of our team.

Your service team will be based out of our Dallas office. Brent Weegar, our Public Sector Practice Leader, will be the primary contact and can be reached at (214) 443-2429, [brent.weegar@hubinternational.com](mailto:brent.weegar@hubinternational.com). With the expertise and service tenure of HUB Texas, we will have no problems meeting and exceeding Region 10 ESC expectations. Personal service, individual attention, and the ability to respond quickly to changing insurance needs and market influences are just a few of the benefits of HUB's local presence.



**We're HUB**

When you partner with us, you're at the center of a vast network of experts who will help you reach your goals. With HUB, you have peace of mind that what matters most to you will be protected — through unrelenting advocacy and tailored solutions that put you in control.

- 5<sup>th</sup>** largest insurance broker in the world
- 7<sup>th</sup>** largest employee benefits broker in North America
- 1M+** clients around the globe
- 475+** offices across North America
- 13,000+** employees throughout North America

5. Who is your competition in the marketplace?

HUB's competition is primarily health and welfare benefits consultants and brokers with locations in Texas including but not limited to McGriff, Lockton, Gallagher, Holmes Murphy, etc.

6. What was your annual sales volume over last three (3) years?

The following is our annual sales volume for the last 3 years:

- 2018 - \$65,186,000
- 2019 - \$75,755,000
- 2020 - \$79,441,000

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

This is not a measure we currently have on hand.

8. What is your strategy to increase market share in the public sector?

With over 400 Texas Public Entities as districts, we are the largest provider of health and welfare benefits, risk, and retirement consulting in the State of Texas. At HUB, we continue to craft our growth strategies targeting organic, new sales and business acquisition strategies. Our unique value proposition is not only recognized by districts and prospects but also by competitors who want to be a part of HUB. As a partner with Region 10 ESC and Equalis GROUP, we will continue our tradition as a growth-oriented business to leverage our resources and negotiation power for each District.

9. What differentiates your company from competitors in the public sector?

- > HUB maintains a dedicated public sector vertical within its Texas operations with the experience of working with 400 Public Sector Districts
- > Leverage of working with the 5<sup>th</sup> largest broker in the world with over 1 million districts and \$2.5 billion of annual revenue.
- > Preferred broker with all national as well as key regional insurance companies
- > Comprehensive understating of the local health care environments given our reach of existing district relationships.

- > Dedicated public sector consulting teams, averaging over 75+ years of aggregate experience serving employees, human resources, and executive members in the public sector space.
- > Comprehensive understanding of Senate Bill 1444, current TRS-ActiveCare system, plan options available, requirements and costs associated.
- > Expert analysis (including on-staff actuary) and recommendations in evaluating TRS and alternative fully insured and self-insured options.
- > Proprietary process for strategic short- and long-term planning, management, and monitoring of key performance indicators
- > Expert guidance on health plan solvency and financial management.
- > Enhanced data analytics through Artemis Data Warehouse, benchmarking, and plan management capabilities.
- > Oversight of Plan and Vendor Management and Evaluation.
- > Seamless extensive and compliant procurement support specialized for the Public Sector.
- > Comprehensive account management support with dedicated specialists for open enrollment support, communications and design, claims / problem resolution with vendors.
- > Dedicated wellness specialist out of our Dallas Office assists consultants and districts in optimizing health and wellness program for our districts.
- > Significant experience in implementing near-site / on-site health clinic operations for our public sector districts.

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

Yes, HUB has an internal diversity program and works with diversity vendors. For example, we work with Partners Plus Consulting who is a claim Auditor and a women owned enterprise.

a) If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

HUB does not offer our internal diversity program externally, but we would be happy to discuss how we could partner to use Diversity Partners.

11. Describe your relationship with insurance companies. Confirm that you serve as a consultant or broker, independently, and are not affiliated with a third-party administrative agency or provider network.

We are an authorized broker/consultant for almost every single carrier, third-party administrator, and other providers in the Employee Benefits market. We are not affiliated with a third-party administrative agency or network provider.

Our size, combined with our depth of resources and expertise, provides us with the leverage to negotiate the best rates for our districts. We are a preferred broker with all the national carriers as well as many key regional carriers.

HUB's employee benefits leadership team sits on various Industry Advisory Boards for Aetna, the Blues, Humana, United Healthcare, and Cigna. Our management team actively participates with insurance carriers to ensure that HUB is aware of market and legislative changes. More importantly, we strive to nurture and grow our relationships with vendors to assure the strongest negotiating power for our districts. Our status with carriers gives us access to their best and most senior people, affording you a better customer experience and a stronger partnership as issues arise.

12. As a consultant, the awarded supplier will be compensated by participating Members for services satisfactorily performed. As such, the Consultant and its officers, agents and employees, shall not accept or receive any commissions or payments from insurance companies, agents or affiliates as a result or in relation to any insurance contract for insurance coverage as contemplated herein. Please indicate your acceptance of this requirement.

Yes, HUB International accepts this requirement.

## Pricing/Products/Services Offered

13. Please outline your services being offered, including how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.

First HUB agrees to provide the Scope of Services as outlined under Section 5.4 Program Development and 5.5 Program Administration and Maintenance. Having assisted over 100+ public entities with their health and welfare benefits consulting services we are uniquely capable of meeting your scope and maximizing the value of each members employee benefits program. Below are some of the key items we provide as part of your scope of services, and rarely do we find Districts requesting services that we aren't within our capabilities / pricing.

### HUB International's Core Practices

#### Strategy, Reporting, and Cost Management

HUB will perform a proprietary and comprehensive audit and evaluation of each participating members benefits program identifying areas to improve efficiency and align with best practices while not diminishing the overall value of the benefits program to employees. We will work with the stakeholders to identify key goals and provide a menu of options and cost savings for both short term and long-term planning. We typically will provide a 3-to-5-year proactive benefits strategy including key performance indicators targeting benefit design, utilization management, wellness programs, compliance, financial solvency, and more.

As part of the audit process and on-going cost management support, HUB's in-house data analytics team will be our main resource to assist in plan management including but not limited to claims and underwriting analysis.

By analyzing claims with our sophisticated data analysis tools, HUB can help:

- > Conduct independent underwriting analysis used for negotiations
- > Develop trend management, plan design, and cost containment strategies
- > Evaluate alternative funding models for employee benefits programs
- > Compare health plan costs and utilization to similar demographics, industries, and regions through benchmark comparative data
- > Identify cost or utilization concerns
- > Create communication campaigns with staff that will target areas with the highest potential to improve health and reduce high dollar claims and high utilization

Additionally, a variety of analytical tools will be provided to support plan design strategies. These include but are not limited to:

- > Monthly and quarterly reporting packages
- > Multi-year strategy document
- > Industry and region-specific benchmarking

- > Plan design comparisons
- > Carrier analysis and comparison
- > Contribution modeling
- > Best practice guidance
- > Self-funding report and analysis
- > PPACA modeling and compliance
- > COVID-19 cost and projections
- > Analyze network discounts and geographic access

## Compliance Consulting

The risk of not being compliant with federal and state legal regulations rises every year. To mitigate that risk for employers, HUB's industry-leading, Employee Benefits Compliance Consulting practice is an in-house compliance team of accomplished ERISA attorneys have the experience and knowledge required to educate on all applicable requirements benefits programs must comply with. Our Compliance Officers provide the most current compliance resources to districts, so they can remain fully informed in a quickly changing legal landscape.

The Compliance Consulting practice will provide education to minimize the District's exposure to audits, penalties and lawsuits that may arise from noncompliance with the applicable state and federal laws to employee benefits plan sponsors. As members of government and industry advisory bodies, the team can bring issues to the table as well as advocate for improvements in laws, regulations, and federal taxation policy.

Our Compliance Officers will also help the District integrate compliance programs with the overall employee benefits strategy. Whether it's ACA, COBRA, HIPAA, Medicare, DOL, ERISA, or Section 125, HUB's Chief Compliance Officers offer a full complement of services, including legal updates and guidance as regulations are issued as well as ACA compliance and strategic guidance. Our programs include:

- > Comprehensive compliance checklists
- > Notice audits and reviews to ensure all required notices are up to date, substantively compliant, and delivered in accordance with applicable regulations
- > Annual, customized employee notices and forms as required by federal and state law
- > ACA reporting reviews to ensure compliance with Sections 6056 (1094-C and 1095-C) and 6055 (1094-B) and 1095-B)
- > District-customized compliance information products
- > Wellness program development and review for compliance with HIPAA, ADA, GINA, and ACA
- > Seminars
- > Webinars (both live and on-demand)
- > District bulletins which can be found at:



<https://www.hubinternational.com/products/employee-benefits/compliance-bulletins/>

## Health & Performance

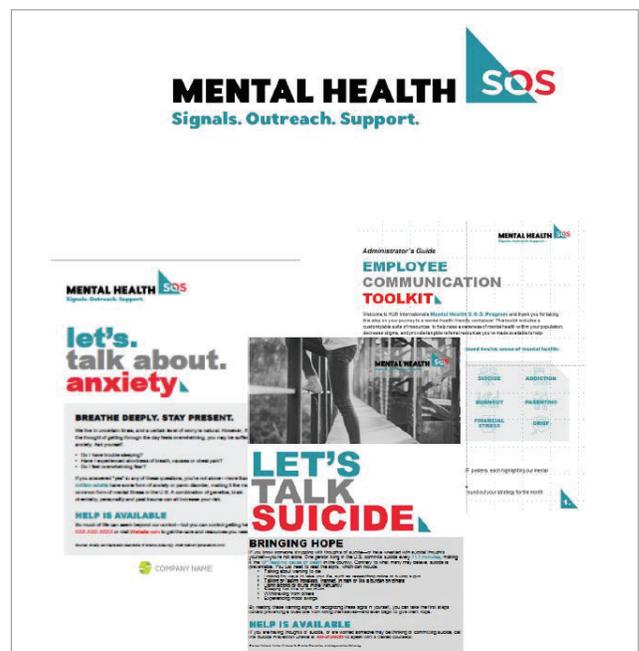
HUB's Health and Performance (H&P) practice is built on research that supports this premise: Employee health and company performance are inextricably linked. Organizations that approach employee health and wellbeing as a strategic business imperative, rather than a tactical action item, experience a positive impact to organizational performance both when it comes to individual health and organizational cost. HUB's H&P consultants adhere to industry best practices, ensuring that districts are in the best positioned to realize success: high participation and engagement, behavior change, risk reduction, lowered costs, and culture enhancement.

Beginning in the strategic planning and discovery phase and continuing through each phase of the District's tailored multi-year strategic plan, our Health and Performance model is rooted in a sound understanding of the culture, goals, and desired outcomes. Decentralized organizations present with heightened needs around communication, technology, and champion networks. We also rely on industry benchmarks and examples of similarly structured organizations to help paint a picture of a successful wellbeing initiative.

HUB's Health & Performance **Service Model** consists of three distinct pillars:

- > **Core Consulting** – Using deep industry knowledge, our H&P Consultants will work with the District to develop a goal-specific annual roadmap and multi-year strategy to deliver results that matter to the organization.
- > **Programs and Solutions** – Based on the District's organizational goals and strategy, our consultants will work with you to identify the most effective solutions given the internal and external resource allocation. We pay special attention to your workplace culture, budget, and demographics.
- > **Value Added Resources** – As a district of HUB, the District will have complimentary access to our proprietary resource portal, **ChooseWell Online**, an extensive library of resources curated by our Health & Performance Consultants specifically for district use.

**ChooseWell Online** provides districts with the capability to implement turnkey awareness campaigns and challenges, data collection and evaluation, employee communication pieces and much more. **ChooseWell** administrators will receive a monthly emailing with an awareness campaign, newsletter, and challenge. Each of these elements is designed to provide education, awareness, and skill-building for employees. For example, the newly released Mental Health SOS is a 12-month employee awareness campaign complete with leadership communications, monthly emails, posters, and intranet snippets. Many HUB districts leverage this resource in conjunction with their EAP to destigmatize and provide mental health assistance to their employees during this difficult time. Click [here](#) to view the **ChooseWell** Online portal and view a brief demo.



## Communications & Design

HUB helps organizations build communication strategies to drive employee engagement. Our Communication and Design practice – an innovative, highly creative, results-driven team, is focused solely on creating bright, engaging experiences that make employees stand up and take notice. We are different from other firms whose account managers and benefits staff also are responsible for developing communications. In contrast, HUB has a cohesive team of 25 across North America: strategists, writers, graphic designers, consultants, project managers and video developers.

With the cost of providing benefits to employees averaging upwards of \$11,000 per year, investing in communications is vital to ensure that employees appreciate the benefits their employer offers. After years of building and executing communication campaigns, we've found it's not the dollar amount that employers spend on benefits that matters but, rather, how well employees are engaged about the benefits being offered. Adhering to this belief, we've fine-tuned our process, offering two approaches to address the District's distinct needs.

**Core** - HUB Communication and Design Core is a resource for employee benefits districts offered at no additional cost. And for districts generally seeking open enrollment communications, Core is a great option. We offer an extensive library of dynamic benefits communication materials, ranging from benefits guides to postcards to mobile app, educational videos — and much more. The District is eligible for several communication credits and, using those credits, you can “shop” our selection of deliverables based on the needs of your company. We'll then customize by incorporating your company's logo and benefits program information. You choose — we do the rest!

Each year we evolve our deliverables. We're up on the trends and unique offerings in the industry to assure you're getting the most from C&D Core to drive employee engagement.

Included in our consulting fee is our HUB **Benefit Spot** mobile app which offers the following benefits:

- > Reach employees where they spend much of their time—on their phone
- > The ability to include links to on-demand education videos, carrier documents, cost comparison tools, etc.
- > Available on both Android and iPhone
- > Customizable home screen buttons

To learn more about what Benefit Spot offers, click [here](#) for a short video



**Custom** - Our Communication and Design Custom offering gives you the ability to go beyond C&D Core with strategic consulting and custom deliverables, offered at an additional cost. Do you need to communicate change management? Benefit/HRIS implementation? Open Enrollment? Organizational change or restructuring? A year-round communications campaign to promote consumerism? Our team develops custom, impactful messages to support all aspects of HR communications. Other campaigns might include talent acquisition, retention and onboarding, HR policies and procedures, and/or health and performance initiatives. We are typically able to negotiate carrier allowances or credits with vendors to cover any additional costs for customization

**The fun continues – click here to view a short video on C&D: <http://bit.ly/CD-districts>**

HUB Custom C&D work that our team has created:



## Pharmacy

Pharmacy claims represent 20% to 25% of an employer's health plan cost and with \$2M drugs on the market right now, pharmacy has become a volatile and intimidating factor for all employers. Additionally, it is anticipated that pharmacy will grow at 8-10%, so it has never been more important for employers to review their pharmacy program. It is essential that the pharmacy component receives the same due diligence as the medical plan.

HUB's national Pharmacy Specialty Practice continues to expand with regional leaders in each of our hubs who provide local solutions with support of national resources. HUB's pharmacy practice is vendor agnostic, independent, and district centric. This approach helps us develop the best-fit for the district absent outside influence. We effectively minimize the risk for our districts because our in-house Pharmacy Practice Leaders work with the district to determine the right plan design and utilization management strategy that balances plan savings with minimal member disruption.

Our Pharmacy practice can provide data analytics, claims repricing, plan design modeling, and ad hoc reporting. This ensures that our districts have the information necessary to make informed decisions and to manage their pharmacy programs efficiently while ensuring quality outcomes for their members. In addition, they conduct audits to confirm that contracted discounts and provisions are being adhered to by the pharmacy benefit manager. We have preferred vendor relationships with the largest PBMs who connect directly with the medical plans to ensure the integration of all pharmacy and medical data.

## Technology

At no cost to districts, our Technology Practice Leaders work with you to review your current HR Technology and assist you in identifying and selecting solutions that are a best fit for your company's requirements.

HUB's Technology Consulting practice works with districts to deliver best-fit solutions for:

- > Benefits administration
- > HCM
- > Payroll
- > ACA compliance and management

The benefit of these solutions is reduced amount of time an HR practitioner spends on paperwork or administrative tasks that could be automated. These changes lead to increased productivity, reduced costs and an improved HR experience for all stakeholders.

## District Advocacy

We will assist you with employee claim interpretations and adjudication of specific claims when requested, including contacting the carrier and utilizing our leverage to escalate service issues regarding out-of-network providers and maximizing discounts through active involvement in large claims.

- > Our account management team will provide you the following support:
- > Serve as a liaison between the district and all insurance companies/vendors
- > Monitor administrative process and assist in the smooth resolution of elevated issues
- > Act as an employee/employer advocate in the resolution of ongoing claims issues
- > Monitor vendor goals and performance and report findings at quarterly meetings
- > Review plan performance as directed
- > Review and provide guidance on diagnostic data
- > Identify and monitor potential catastrophic claims and review large claims management activity
- > Support with ongoing management of COBRA, FSA, and HSA administration

We not only act in a support function, but we proactively reach out to you regularly to ensure that vendors are meeting your needs. HUB will manage and measure each vendor's performance against baseline outcomes and normative-adjusted data. For example, we will measure operational results, clinical outcomes, financial controls, claims, member services, and quality of services, among other key areas. Some of the measures will come from external sources; however, most can be obtained from your claims data, if available. As part of this process, HUB will perform the following:

- > Manage vendor relationships in a manner that promotes a spirit of collaboration and partnership
- > Advise and communicate with you on vendor issues
- > Negotiate performance guarantees, fees at risk, and performance measurements
- > Conduct site visits with vendor finalists, where appropriate
- > Provide project management oversight in the implementation of any new programs, systems, vendors, and processes
- > Communicate with appropriate parties to ensure that all involved entities are kept fully informed.

**Additional Services – Not Included in Fees – Priced on Per Project Basis if not stated otherwise.**

**Call Center** – HUB’s can provide a call center if requested for \$1.18 PEPM which would provide assistance with claims and benefits related questions for District employees.

**Human Resources Consulting** – HUB’s Human Resources Consultants help businesses excel across all human resource-related areas by focusing on the entire employee lifecycle. We develop a deep understanding of our districts’ business and culture, which allows us to align initiatives and create efficiencies. Our goal is to help organizations develop and sustain high-performing human resource programs and teams that drive their success. Below outlines a number of services our Human Resources Consulting practice provides:

- > Employee Handbook Review and Creation
- > Job Descriptions Creation
- > Training & Development Programs
- > Continuous Education Services

**Workforce Absence Management** – HUB’s Workforce Absence Management practice helps districts manage their workforce and absence management programs to reduce costs and increase productivity.

**Property and Casualty Consulting** – This is another primary arm of our overall risk management services provide to many of our municipality districts.

14. Detail how your organization participates in developing a comprehensive long term benefit plan strategy with your districts

We recognize that every dimension of an individual’s performance and health is interconnected. Our proprietary approach is to identify the key success metrics with the District that influence their employee’s ability to thrive - both at work and at home. We then develop a comprehensive long-term benefits strategy to solve issues and prioritize needs.

## **PROCESS**

HUB has developed a proprietary process to better understand the District, their employees, and unique needs. This process improves our ability to deliver the best possible solutions for the district and is what sets us apart from our competitors. With this process we are equipped to:

- > Provide comprehensive analysis and evaluation of options for exiting TRS and the appropriate fully insured or self-insured foundation for the future of the health plan.
- > Help to make educated decisions on how to invest in the benefits program
- > Manage implementation as seamlessly as possible
- > Provide ongoing support for your HR Department, and your employees and their families
- > Track and report critical indicators of plan success to make changes where necessary

The process consists of five steps:

1. Discovery and Analysis
2. Develop Strategy
3. Product Service and Selection
4. Implementation
5. Ongoing Service and Performance Monitoring

## DISCOVERY PHASE

We will work with the District to understand their philosophy about employee benefits, history, current benefits, and goals. We want to understand the employee population - not just their claims history, but also their needs and wants from a benefits program and their tolerance for change. By gaining an understanding of the District's competitive position and benefits philosophy, we can help set a strategic direction for the future.

Upon notification we have been awarded the consulting services. HUB International will immediately initiate a Strategy Meeting with the district to personally introduce your service team, review key contact information, discuss our services / resources in depth, set timelines, prioritize deliverables, and discuss future short- and long-term goals for the budgeting, growth, and optimization of your benefit plans. HUB will also immediately submit to TRS and other vendors a data request so that our team can perform a comprehensive assessment of the District's current benefits position to include:

- > Complete review, benchmarking, and gap analysis of the district's benefit offerings, plan designs, current carriers and service providers, administration, network, and funding.
- > Thorough financial assessment of your benefits budget, historical cost review under TRS, actuarial forecasted costs for exiting TRS (Self Insured and Fully Insured) opportunities for savings, and employer and employee contributions for your health and welfare plans.
- > Analysis of current Health Risk Management Strategies including Wellness Program, Employee Health Clinic and Disease / Case Management, Prescription Drug Cost Savings Programs.
- > Comprehensive Benefits Benchmarking analysis across all lines of coverage specific to size, industry, and region(s).
- > Assessment of your communications strategy including online, print and carrier resources available to employees to pinpoint opportunities to enhance your strategy.
- > Compliance audit of the district, which will include (but is not limited to) PPACA, HIPAA, COBRA, USERRA, ERISA (as applicable), Medicare Part D and all insurance contracts.

## DEVELOP STRATEGY

Once we have completed our gap analysis, we will provide you with formal recommendations to help move the District closer to its goals including key recommendations for exiting TRS-ActiveCare and on-going requirements and best practices for management of the health plan. Additionally, considering both the District's financial and cultural objectives, as well as the needs of employees, we will prepare recommendations to include opportunities for savings, alternate plan design considerations, employee engagement options, and new products or services not currently being offered. Areas we will focus on vary depending on our analysis, but may include the following:

- > TRS Exit Strategy and Implementation
- > Plan Solvency (Self Insured Stop Loss, IBNR, Contingency Reserve Strategy)
- > Plan Performance
- > Plan Oversight (Audits / Performance Guarantees / Reporting)
- > Benefits Communication and Resources
- > Benefits Administration and technology
- > Employee Satisfaction and Benefits Understanding
- > Compliance Requirements
- > Health Risk Management (Wellness and Population Health)

- > Catastrophic Risk Planning
- > Ancillary Insurance (Dental / Vision / Life / Disability / Worksite)
- > Additional Benefit Programs (Student Loan Repayment Programs / Pet Insurance / Executive Benefits / Dependent Audit Services)

## **PRODUCT SERVICE AND SELECTION**

Once we have established the type of plans, products, and services that need to be included in our district's benefits package, our public sector consultant and marketing specialist will begin the working with the purchasing department to draft the RFP, develop specifications, obtain necessary data for release, and assist in soliciting proposals from the appropriate carriers and service vendors. HUB works with the purchasing department every step of the way providing best practice recommendations, so we have a successful RFP response.

The ultimate selection of a health plan provider will be based on the criteria established during HUB's strategic planning meeting with the district. HUB will advise on best practice criteria such as network access, contracts, benefit options, service team, price, performance, rate guarantees, and ability to provide wellness or communications funds will all come into play in the final selection of a health plan provider.

After securing all the carrier and vendor proposals, HUB will spreadsheet and provide expert analysis in a format that allows the district to easily compare the details of each. HUB will present the analysis and serve on the selection committee to provide expert guidance. Once finalist are selected, we will participate in finalist meetings and will assist in negotiations through best and final process. A Best and Final analysis will be presented by HUB and our independent recommendations. Once the selection committee has made their recommendations, HUB will assist the district with any presentations needed to the Region 10 ESC team or other stakeholders.

## **IMPLEMENTATION**

Immediately after approval of recommendations from Region 10 ESC, the HUB team will jump into action to ensure a smooth implementation and open enrollment process. The HUB account management team will direct the implementation from start to finish including notify vendors of sold products, reviewing signature documents / contracts, holding implementation meetings, and provided on-going oversight of timelines / processes. As vendor implementation is going on, HUB will also be assisting Region 10 ESC with open enrollment needs including development of communications, setting open enrollment schedule, coordinating vendor participation, oversight, and quality control of meetings and more.

15. Please list the due diligence steps you normally conduct before recommending an employee benefit vendor.

Vendor due diligence is a core competency included in HUB's employee benefits consulting services. HUB is an independent consultant who works with all carriers who possess an A or better rating by leading financial rating agencies. Further, throughout the year we meet with leadership of established vendors as well as new potential vendors to vet out potential cost savings solutions for our clients. We also monitor vendor performance through weekly and monthly internal consultant and management meetings.

During RFP processes we conduct a comprehensive vendor selection process, including both qualitative and quantitative analysis; key areas of expertise included but not limited to:

- > Fees and Contract Terms
- > Financial Rating
- > Customer Service Statistics
- > Claims Payment Statistics
- > Technology
- > Network Strength and Geographic Foot Pricing
- > Performance Guarantees

16. Please list the number and types of RFPs you have completed in the past 12 months for any government entities. Provide at least one real example of savings realized because of a single RFP.

HUB has conducted 17 RFP's in the last 12 months for our public entity groups. Our latest RFP was from the District of Georgetown in Central Texas. HUB was hired on as their consultant to replace Gallagher Benefit Administrators after an extensive consulting RFP process. We released an RFP for Health Insurance and saved the 7.0% or \$594,682 to their Health Insurance Program. It is important to note that they remained with their incumbent carrier and HUB was able to renegotiate a much more favorable contract through the RFP process for the District. Below is a comment from the District of Georgetown post RFP.

"I would like to personally express my gratitude and appreciation of your team's effort during our RFP process. From the beginning to the t end, your team made the initial RFP launch easy to administer. During the complexity and voluminous documentation of medical, PBM, and life insurance plans that was received, your team made it easy to understand and very user friendly. This made our evaluation review much easier to complete.

I would also like to commend your team's negotiation skills during this process. As a result of this, I believe that it will be the first time we will be going to GGAF with a savings to our self-insurance fund and more discretionary funds for us to use."

17. Outline your products, services or capabilities being offered as it relates to the ongoing program administration and maintenance. Please include all services being offered regardless of whether they are explicitly spelled out within the scope defined herein.

As stated, we agree to provide the entire scope of services as requested by Region 10 ESC and will include our standard scope of service below to fill any gaps we deem necessary to provide the most complete solution for Districts.

## **A. ANALYSIS AND REPORTING**

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the District in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.

5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the District's programs.
7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
9. Assist in preparing overall employee insurance fund budget and projections.
10. Prepare and present reports on trends, new products, and audits, as requested.
11. Regularly monitor and evaluate performance measures and guarantees of providers.
12. Provide monthly claim updates and perform quarterly reviews of such.
13. Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefit plans and programs. Provide District staff or officials all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of the District's benefit plans and programs.
14. Provide impact analysis, plan options, and strategic recommendations regarding PPACA.
15. Provide impact analysis, plan options, and strategic recommendations regarding Senate Bill 1444.

## **B. LIAISON AND PROBLEM INTERVENTION**

1. Act as liaison between the District and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes, and general troubleshooting.
4. Attendance as needed at meetings with District staff, employees and/or retirees to facilitate and assist in the management of the District's employee benefit plans.
5. Act as an advocate in appeal, arbitration or court process between the District and the providers on unresolved issues if needed; provide advice when needed to enforce District, employee, retiree, or their dependents' rights.
6. Assist the District in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

## **C. COMPLIANCE**

1. Assist with ongoing plan administration and ensure that programs are compliant with State and Federal legislation.
2. Provide on-site training to District staff, as needed, regarding regulatory updates, and/or Best Practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
4. Assist District staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
6. Conduct compliance audit of district's policies and procedures, (PPACA, COBRA, HIPAA, USERRA, etc.)

7. Provide access to ERISA attorney and compliance department as needed for health and welfare benefit related questions.

#### **D. ANNUAL RENEWAL PROCESS AND EVALUATION**

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid District health insurance program and employee and retiree benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist District staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the District in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates, and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the District.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Assist with and coordinate the annual Benefits Fair and Open Enrollment meetings.

#### **E. OTHER SERVICE REQUIREMENTS**

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Recommend and help develop enhancements and improvements for communications specific to the needs of the District's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
3. Provide timely research and responses to technical questions posed by District staff.
4. Provide regular and timely communications needed for the effective administrative of benefit plans.
5. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements, and administration.

6. Provide access to published benefit - related survey information.
  7. Develop additional benefits communications specific to the needs of the District's employees and retirees.
  8. Attend and assist with meetings with Region 10 , District staff and employees.
  9. Recommend broker-sponsored seminars, benefit events and educational forums that would be beneficial to the District.
  10. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
  11. Work collaboratively with other consultants and District staff.
  12. Manage plan transitions as necessary between insurance providers.
  13. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
  14. Prepare and administer employee benefit survey as needed.
18. Detail your ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to participating Members.

Our compliance team, headed by experienced, in-house ERISA attorneys, will provide education around establishing a compliant platform as well as maintaining the good standing of your employee benefit programs. **Their services are included in our overall rate.**

HUB will conduct a compliance audit with your team and advise you on updates, changes and where there may be gaps in plan or communication compliance. On a regular basis, we provide timely, accurate updates on a wide range of legislative and regulatory issues so you can respond quickly to new developments. Your Benefit Consultant will meet with your HR team face-to-face to review legislation that affects your health plan. As a HUB district, you will be kept well-informed on state, regional and national trends in benefit plan design and administration.

Your HUB Chief Compliance Officer will be assigned to work with Region 10 ESC, and the following services are available to you:

- One-on-one consultation
- Seminars and webinars
- Proprietary HUB Compliance Navigator tool provides you a comprehensive reference guide with annual timelines tailored to your specific plan
- Online [COVID-19 Resource Center](#) which includes a library of guidance on COVID-19 available 24/7. Get access to the latest updates and information whenever you need
- Timely, accurate updates on a wide range of legislative and regulatory issues including but not limited to PPACA, ERISA, COBRA, HIPAA, FLMA, CFRA, ADA, Medicare, and IRS rules. As a district, you will be automatically subscribed to our email
- External compliance resources to supplement state compliance issues
- Legal review (and update if necessary) of legally mandated plan documents and materials
- Compliance audit of Regulations imposed by DOL, ERISA, HHS, IRS, among others
- Review of employee manual to ensure all policies and procedures comply
- Review SPDs, contracts, employee policies, administration, and communications of compliance practices
- A review of plan operations to ensure compliance with plan documents and applicable employee's benefits regulations such as Section 125 and ERISA

HUB districts are regularly updated on legislative and regulatory developments through a robust offering of in person seminars, webinars, and written communications. HUB services teams and our Regional Chief Compliance Officer are available to discuss compliance concerns as they relate to your internal processes and procedures as well as how impending changes could impact your organization. Our Regional Chief Compliance Officer is available via email or phone to consult on compliance matters. Below please find links to recent written communications that have been included in our monthly In Compliance newsletter.

- > <https://www.hubinternational.com/products/employee-benefits/compliance-bulletins/2020/03/coronavirus-testing-coverage/>
- > <https://www.hubinternational.com/products/employee-benefits/compliance-bulletins/2020/03/texas-v-california-challenging-aca/>
- > <https://www.hubinternational.com/products/employee-benefits/compliance-bulletins/2020/04/medicare-part-d-creditable-coverage-2021/>

19. Describe your organizations involvement in the annual renewal process. Include information regarding process timeframes, negotiation of rates and vendor selection

Once we have established the type of plans, products, and services that need to be included in our district's benefits package, our public sector consultant and marketing specialist will begin the working with the purchasing department to draft the RFP, develop specifications, obtain necessary data for release, and assist in soliciting proposals from the appropriate carriers and service vendors. HUB works with the purchasing department every step of the way providing best practice recommendations, so we have a successful RFP response.

The ultimate selection of a health plan provider will be based on the criteria established during HUB's strategic planning meeting with the district. HUB will advise on best practice criteria such as network access, contracts, benefit options, service team, price, performance, rate guarantees, and ability to provide wellness or communications funds will all come into play in the final selection of a health plan provider.

After securing all the carrier and vendor proposals, HUB will spreadsheet and provide expert analysis in a format that allows the district to easily compare the details of each. HUB will present the analysis and serve on the selection committee to provide expert guidance. Once finalist are selected, we will participate in finalist meetings and will assist in negotiations through best and final process. A Best and Final analysis will be presented by HUB and our independent recommendations. Once the selection committee has made their recommendations, HUB will assist the district with any presentations needed to the School Board or other stakeholders.

The typical RFP process from release to best and final offers takes a minimum of 90 days to complete and we start this process at least 6 months prior to the effective date of coverage to ensure a smooth implementation process. If an RFP process is not requested, we typically start renewal negotiations 6 months prior to renewal as well.

## **IMPLEMENTATION**

Immediately after approval of recommendations from the School Board, the HUB team will jump into action to ensure a smooth implementation and open enrollment process. The HUB account management team will direct the implementation from start to finish including notify vendors of sold products, reviewing signature documents / contracts, holding implementation meetings, and provided

on-going oversight of timelines / processes. As vendor implementation is going on, HUB will also be assisting District's with open enrollment needs including development of communications, setting open enrollment schedule, coordinating vendor participation, oversight, and quality control of meetings and more.

20. What services do you provide to fully funded health plan customers? Be specific relating to areas of expertise, and duties performed.

Regarding Health and Welfare Benefits, we will be able to accommodate the consulting scope of services as outlined in the proposal. We have also provided our included scope of services typical to a fully funded health plan on pg. 17. Below are areas of expertise and duties to be performed for services for our insured customers.

### **Renewal and RFP Services**

- RFP Drafting, Release and Support Services
- Comprehensive Cost / Benefit Analysis
- Medical Network Disruption and Repricing
- Pharmacy Network Formulary Disruption
- Contract Review and Comparisons
- Performance Guarantee and Rate Guarantee Analysis
- Vendor Scoring
- Finalist Meetings and Negotiations
- Report and Recommendations
- Presentation to School Board / Stakeholders
- Full Implementation Support

### **Account Management**

- Liaison between District and Carriers
- Coordinate benefits communication strategy and materials
- Coordinate open enrollment
- Assist with carrier implementations
- Handle escalated employee issues with vendors, claims, etc.
- Conduct employee surveys
- Assist with carrier billing inquiries
- Implement new / renewing contracts
- Provide industry updates, newsletters, white papers
- Conduct ongoing meetings to monitor district satisfaction
- Conduct claim / premium audits as needed
- Review plan documents and contracts

### **Communications and Design**

- Communication strategy
- Set up and design of employee communication booklet
- On-going communication support throughout year
- Communications Website / Templates

## **Analytics**

- Benchmarking: Industry / Size / Geography Specific
- Monthly Claim Reporting / Quarterly Claim Analysis
- In-house Actuarial Services
- Utilization Reporting and Trend Identification
- Employee Contribution Analysis and Modeling
- Plan Modeling
- Alternative Self-Funding Analysis & Risk Retention Review
- Plan Cost Forecasts
- Budget Development
- IBNR Reserve Analysis
- Network Reviews
- Affordable Care Act Impact Analysis and Projections
- COVID 19 Impact and Projections
- Senate Bill 1444 Feasibility Studies

## **Compliance Services**

- Compliance Audit and Checklist
- Legislation Updates
- Webinars & Training
- In-House ERISA attorneys
- Federal Annual Notices
- Custom Compliance Calendars
- Onsite HIPAA Training
- Provide WRAP document

## **Health & Performance**

- Wellness consulting – current program review/recommendations
- Health and Wellness Clinics
- Wellness education
- Vendor review and management
- Data collection management and reports
- Dashboard implementation/tracking
- Targeted health management
- ChooseWell online portal

21. What security protocols are in place to ensure the safe transmission of information being shared through your products and services, including adherence to HIPAA and any other industry standard or requirement?

HUB is careful to comply with all HIPAA regulations including a safe secure environment for district files, shredding of documents and secure encrypted emails. Files are audited on a regular basis to assure our procedures are followed appropriately and our employees complete HIPAA training annually. HUB International customer data is housed on secure SAN and NAS equipment. The data center is physically secured against data breach or compromise (24-hour security, biometric authentication, etc.) and is also logically secured through multiple firewalls, strong password

protection at both the network and application levels, and other anti-intrusion measures including internal anti-virus/malware and external anti-virus/SPAM technologies.

HUB also utilizes an in-depth defense strategy, which includes ongoing vulnerability assessment, incident response processes that include annual penetration testing. With redundant systems, power and security of the data center, customer data is both secure and reliably available to be used to meet the most demanding requirements.

HUB has implemented a risk-based Data Protection Compliance Program (“DPC Program”) designed to comply with data security and data privacy laws and regulations in the U.S. and Canada, including CCPA, GDPR, GLBA, HIPAA/HITECH, NYDFS, PCI DSS, PIPEDA, and other applicable laws and regulations relating to the safe and sound business practices in the jurisdictions where HUB operates.

In addition to the most recent NIST 800, HUB has consulted the Control Objectives for Information and Related Technology (COBIT) 5 framework, International Organization for Standardization (ISO) 27000 and 31000 series’, ISACA Journal and the SANS Institute in the establishment and risk assessment of our data security protocols and layered control system.

22. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

HUB International confirms that all products, lines, services, and pricing are being made available in attachment B, pricing sections.

23. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

Additional discussions are required to define future product introductions. The pricing HUB has provided is based on the scope of services Region 10 ESC has requested. If a new scope of services or product is requested from HUB, we would provide a quote to provide services.

24. Does pricing submitted include the required administrative fee?

Yes, pricing includes the required administrative fee.

25. Define your invoicing process and standard terms of payment.

HUB can send out invoices both hard copy and/or for members. We accept Check, ACH or payment through our on-line portal.

## Performance Capabilities

26. Geography Covered – Please indicate where you are able to provide coverage within the state of Texas.

HUB International Texas has seven consulting teams that can provide coverage across the entire state of Texas.

27. Provide relevant information regarding your ordering process, including the ability for purchasing district to verify they are receiving contract pricing

The purchasing district will work with, Brent Weegar, Senior Vice President, for ordering and to verify they are receiving contract pricing. Brent will oversee the contracting process at HUB and any questions they may have about services and pricing. He will also serve as ongoing quality control to both Region 10 ESC and each participating group member ensure satisfaction with our services and that the HUB Team is exceeding expectations.

28. Outline the methods of payments you will accept and include the overall process for agencies to make payments.

We accept Check, ACH or payment through our online portal.

29. Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).

Each purchasing group member will receive an experienced, dedicated team of professionals to manage and respond to your employee benefit consulting and service needs who address both day-to-day and long-range needs. Our account teams focus on innovative, tailored solutions to mitigate risks that are particular to each organization. As part of our strategy to provide the highest level of customer care, HUB maintains a specific balance of accounts based on size and geographic footprint, complexity, and renewal date. HUB uses a district-centric model where our district's dedicated team is assembled to meet the specific needs of the district. Team members will meet internally and with each group member regularly to ensure strategic initiatives and deliverables are met throughout the year.

Our service teams comprise five key, overlapping roles. Each member of the team serves as support for the other in delivering day-to-day and strategic guidance for your organization:



Our HUB consulting team acts as an extension of the Human Resources department, reducing administrative workload and insulating associates from time-consuming service issues. We understand the importance of a dedicated service team that and know that our exceptional service is what sets us apart from our competitors. Each member can expect a response to a call or email within 24 hours, if not sooner. We believe that it is our responsibility to assist in carrier/vendor resolutions so the HR team can focus on more strategic initiatives. We have relationships, at the senior most level, with the carriers to ensure issues are resolved swiftly and efficiently on behalf of our districts. In situations where there is a “gray” area, our relationship and overall deal flow with the respective carrier/vendor influences and fosters a mutually beneficial “business decision” in the best interest of our districts. Our account management team will provide you the following support:

- > Serve as a liaison between the district and all insurance companies/vendors
- > Monitor administrative process and assist in the smooth resolution of elevated issues
- > Act as an employee/employer advocate in the resolution of ongoing claims issues
- > Assist with employee claim interpretations and adjudication of specific claims when requested, including contacting the carrier and utilizing our leverage to escalate service issues
- > Support with ongoing issues with plan billing and vendor administration, including but not limited to, core benefits, COBRA, FSA, HSA, HRA and voluntary benefit offerings.
- > Coordinate open enrollment meetings with your vendors, prepare presentation materials, and participate in or lead employee meetings
- > Assist with creating annual enrollment and new hire enrollment process
- > Report on open enrollment results

HUB office hours of operation are 8am to 5pm Monday through Friday but we understand that issues may arise after hours, and each purchasing group will have access to our cell phones and e-mails if an issue arises. We have seven consulting teams that service the state of Texas for our Public Entities and take service calls / issues as they arise.

30. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?

Each purchasing group member will meet with their HUB team during our on-boarding process to go over our comprehensive service offerings, tools, and resources at their disposal. We will work to understand each groups specific needs and provide a customized strategy to ensure use of everything HUB has to offer. Below are just some of the items we can offer at no additional costs to your district.

### **Compliance Resources and Training**

HUB employs on-staff industry Attorney’s to assist our districts with benefits related compliance and will provide necessary training as needed. For example, we recently conducted a HIPAA Compliance and Security training for a public entity needing new associates to understand the importance of HIPAA privacy.

### **Seminars**

In 2020, HUB provided over 70 online seminars on a national level for organizations. Our seminars and trainings are comprehensive and encompass each of our Specialty Practices. Districts value the accessible, timely education that highlights new regulatory developments as well as giving them the needed tools, in a variety of formats, to deepen their knowledge about emerging workforce trends:

## Virtual Summit

HUB gathered thought leaders from the risk and insurance industry to present its 2nd Virtual Summit, Resilient: Responding to Changing Workforce Needs, in May of 2021. These leaders highlighted what a changing workforce might look like while HUB's consultants provided actionable insights on how to realign strategy to have a meaningful impact on employees.

## Mineral

Mineral, offered via our Human Resources Consulting practice, provides self-paced HR Training on over 200 courses for Statutory Compliance, Conflict Resolution, Terminations, Workplace Safety, and Unlawful Harassment. Mineral's 2020 offerings encompass a range of courses from how to implement personal safety practices in the workplace to developing the skills necessary for effective leadership.

Additionally, HUB's Compliance Consulting practice frequently educates around legislative changes, ERISA, and ACA mandates, and most recently has published bulletins and updates highlighting what employers need to know as a result of COVID-19. These resources are developed by our in-house experts with our districts and their employees in mind.

## COVID-19

In the wake of the COVID-19 pandemic, HUB has pivoted its resources to continue to engage districts and provide valuable information to them and their employees. HUB created the [Coronavirus and Vaccine Resource Center](#) to provide timely updates to districts about all regulatory considerations related to COVID-19. In March, this site received a record 35,000 hits and continues to be updated daily. Our communication to our districts has not been delayed.

Since March 2020, HUB has:

- > Launched the [Coronavirus and Vaccine Resource Center](#), updated weekly with new resources
- > Hosted COVID-related webinars, including the "Ready for Tomorrow" virtual summit
- > Sent 140 separate COVID-related email alerts
- > Published 300+ pieces of COVID-related content (articles, blogs, white papers, FAQs, checklists, videos)
- > Sent weekly COVID-related texts to subscribers

Recent on-demand webinars include:

- > [COVID-19: The Impact on Employee Mental Health & Wellbeing](#)
- > [COVID & The Holidays: Employer Liability and Risk Management Best Practices](#)

Recently published E-books include:

- > COVID-19 & the Holidays Best Practices Playbook
- > Understanding Employment Law and Vaccines

## Wellness

From a wellness perspective, HUB's Health and Performance practice provides resources to meet the emerging needs of employees. Beginning in March 2020 this team provided additional education to meet workforce needs due to lockdowns, working from home and remote learning.

- > HUB provided multiple education/awareness sessions around lifestyle related resilience enhancing behaviors directly to employees. The presentations often finished with a reinforcement of the district's existing resources, like the Employee Assistance Program.

- > HUB created a Mental Health SOS Awareness Campaign that could be used by employers at no cost. This 12-month campaign toolkit is available to all HUB districts and includes all elements necessary to run the campaign. From sample leadership announcements, pre-drafted monthly email, and poster templates, we made this easy for you to deploy as you see fit. While many districts had us drive this campaign, a few wanted the flexibility to share when they thought appropriate.
- > October's *Best Use of Remaining Wellness Funds* webinar – HUB presented a panel discussion on this topic, many solutions geared toward mental health (e.g., giving employees access to the Calm app, sending care packages to those working from home); while some of the examples presented would involve a fee, the premise was that the district had funds they needed to use or lose by the end of the year.

31. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing.

During our Discovery Phase, we will work with the District to understand their philosophy about employee benefits, history, current benefits, and goals. We want to understand the employee population - not just their claims history, but also their needs and wants from a benefits program and their tolerance for change. By gaining an understanding of the District's competitive position and benefits philosophy, we can help set a strategic direction for the future.

Upon notification we have been awarded the consulting services. HUB International will immediately initiate a Strategy Meeting with the district to personally introduce your service team, review key contact information, discuss our services / resources in depth, set timelines, prioritize deliverables, and discuss future short- and long-term goals for the budgeting, growth, and optimization of your benefit plans. HUB will also immediately submit to TRS and other vendors a data request so that our team can perform a comprehensive assessment of the District's current benefits position to include:

- > Complete review, benchmarking, and gap analysis of the district's benefit offerings, plan designs, current carriers and service providers, administration, network, and funding.
- > Thorough financial assessment of your benefits budget, historical cost review under TRS, actuarial forecasted costs for exiting TRS (Self Insured and Fully Insured) opportunities for savings, and employer and employee contributions for your health and welfare plans.
- > Analysis of current Health Risk Management Strategies including Wellness Program, Employee Health Clinic and Disease / Case Management, Prescription Drug Cost Savings Programs.
- > Comprehensive Benefits Benchmarking analysis across all lines of coverage specific to size, industry, and region(s).
- > Assessment of your communications strategy including online, print and carrier resources available to employees to pinpoint opportunities to enhance your strategy.
- > Compliance audit of the district, which will include (but is not limited to) PPACA, HIPAA, COBRA, USERRA, ERISA (as applicable), Medicare Part D and all insurance contracts.

32. Describe the capability of your company to report monthly sales through this agreement to Equalis Group.

HUB will not have an issue in providing monthly sales through this agreement with Equalis Group. HUB has an internal accounting and reporting department who will produce these reports and any others you may need.

33. Describe the capability of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

HUB's in-house data analytics team will assist each group member with on-going plan management reporting. Our proprietary data warehousing tool, HUB Lens, allows districts to take a deep dive into their data and empowers users with reporting to help drive impactful changes to any benefits strategy.

By analyzing your claims with our sophisticated data analysis tool, HUB can help each member:

- > Develop trend management, plan design, and cost containment strategies
- > Compare health plan costs and utilization to similar demographics, industries, and regions through benchmark comparative data
- > Identify cost or utilization concerns
- > Create communication campaigns with staff that will target areas with the highest potential to improve health and reduce high dollar claims and high utilization

HUB will provide the following standard reports:

- > Monthly Reporting Package
- > Stop loss analysis
- > Trending (incurred vs. paid)
- > Quarterly Reporting
- > IBNR review/actuarial analysis
- > Utilization Analysis
- > Demographic Review
- > Annual Reporting
- > Actuarial and/or underwriting analysis
- > Executive summary
- > Utilization reporting review to examine claim trends and areas of concern
- > Carrier physician and/or Rx director visit (if applicable)
- > Carrier/TPA/PBM compliance against pre-negotiated performance guarantees

Depending on each District's needs, our analysis may include the following:

- > Forensic claims data analysis to uncover utilization by member class and service type, including in-patient hospital, primary care, specialist, x-ray/lab, and prescription drugs
- > Demographic analysis of the District's current enrollees and payroll contribution analysis.
- > Evaluate population segments (employee, spouse, and children) by region and present the best suitable design alternatives
- > Benchmark benefits against industry norms, company size, and geographic region
- > Identify cost trends and disease management opportunities through utilization review and clinical data analysis in collaboration with our population health management specialists and consulting physician
- > Perform trend analysis from available diagnostic and normative data to forecast projected benefit costs
- > Analyze network discounts and geographic access
- > Assess current funding arrangements for appropriateness and assist in developing employee contributions levels
- > Conduct detailed plan modeling to gauge the impact of proposed plan changes
- > Review managed care expense and administrative service fees, where applicable

## Thank You

Our team at HUB International sincerely appreciates the opportunity to respond to this RFP and present our capabilities to Region 10 ESC. We look forward to discussing the aspects included in this RFP and many more of the value-added services HUB provides to best manage your participating District's' Employee Benefits program.

**PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise  
Respondent certifies that this firm is an MWBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
Respondent certifies that this firm is a SBE or DBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- c. Disabled Veterans Business Enterprise (DVBE)  
Respondent certifies that this firm is an DVBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- d. Historically Underutilized Businesses (HUB)  
Respondent certifies that this firm is an HUB  Yes  No  
List certifying agency: \_\_\_\_\_
  
- e. Historically Underutilized Business Zone Enterprise (HUBZone)  
Respondent certifies that this firm is an HUBZone  Yes  No  
List certifying agency: \_\_\_\_\_
  
- f. Other  
Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No  
List certifying agency: \_\_\_\_\_

**PROPOSAL FORM 4 : MANAGEMENT PERSONNEL**

Please provide contact information **and resumes** for the person(s) who will be responsible for the following areas.

Please also include any necessary licenses or certifications, including actuarial, consultant, brokerage or other applicable licenses or certifications.

**Executive Contact**

Contact Person: Brent Weegar  
Title: Senior Vice President, Public Sector Practice Leader  
Company: HUB International, Texas  
Address: 10000 North Central Expressway, Suite 1200  
City: Dallas State: TX Zip: 75231  
Phone: 214-443-2429 Fax: 214-443-2424  
Email: brent.weegar@hubinternational.com

**Account Manager / Sales Lead**

Contact Person: Brent Weegar  
Title: Senior Vice President, Public Sector Practice Leader  
Company: HUB International Texas, Inc.  
Address: 10000 N. Central Expy, Suite 1200  
City: Dallas State: TX Zip: 75231  
Phone: 214-443-2429 Fax: 214-443-2424  
Email: brent.weegar@hubinternational.com

**Contract Management (if different than the Sales Lead)**

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Billing & Reporting/Accounts Payable**

Contact Person: Jerry Thompson

Title: Director of Operations

Company: HUB International Texas, Inc.

Address: 10000 N. Central Expy, Suite 1200

City: Dallas State: TX Zip: 75231

Phone: 214-443-2416 Fax: 214-443-2424

Email: jerry.thompson@hubinternational.com

**Marketing**

Contact Person: Gianna Maestranzi

Title: Strategic Resource Manager

Company: HUB International Texas, Inc.

Address: 10000 N. Central Expy, Suite 1200

City: Dallas State: TX Zip: 75231

Phone: 214-443-2414 Fax: 214-443-2424

Email: gianna.maestranzi@hubinternational.com

## PROPOSAL FORM 5: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name Please see the attachment at the end of this document labeled *A-References* with our references.
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

### Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:  
  
HUB International Texas works with the Allied States Government Purchasing Cooperative.
2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.  
  
We have attached the account team's licenses at the the end of this document.
3. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.  
  
HUB International is not and has not been involved of any litigation, bankruptcy, or reorganization.
4. Felony Conviction Notice – Please check applicable box:
  - A publicly held corporation; therefore, this reporting requirement is not applicable
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

## PROPOSAL FORM 6: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with Region 10 ESC and the Equalis Group to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Members. Proposer agrees to actively market in cooperation with Region 10 ESC and the Equalis Group all available services to current and potential Members.

- 1) Detail how your organization plans to market and promote this contract upon award.

HUB and TCG Services, a division of HUB international, will provide the experienced public sector sales force needed for marketing and promotion of the contract upon award. It is important to note that many Region 10 ESC Districts are customers of TCG Services, a Division of HUB International, and we have developed strong Superintendent / School Board / Staff relationships that serve as an advantage for all parties.

HUB and TCG Services will also work with Equalis Group and Region 10 ESC to develop a cobranded, customized marketing plan that can include comprehensive forms of outreach mediums to your purchasing members. From phone, print, electronic, survey, or telephonic outreach, we will set up a plan to ensure your membership informed and engaged with our sales representatives. HUB can also provide Equalis Group Staff and Region 10 ESC with training and guidance as needed to ensure associates are comfortable speaking about the opportunities that HUB provides their membership.

- 2) Provide the number of sales representatives which will work on this contract and where the sales representatives are located.

There will be 10 sales representatives working with Region 10 ESC.

- > Brent Weegar – Dallas
- > Andrew Weegar – Dallas
- > Monica Blakeley – Dallas
- > Heath Haigood – Fort Worth
- > Brett Bowers – Austin
- > Julian Fontana – Austin
- > John Pesce – Austin
- > Steve Orta – Austin
- > Mason Moses – Austin
- > Sandy Stauffer – Austin

- 3) Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

HUB International Texas agrees to provide permission for reproduction of such logo in marketing communications and promotions.

- 4) Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

HUB has agreed to provide the scope of services as requested and added our supplementary scope of services below to ensure comprehensive consulting services for your participating agencies.

## **A. ANALYSIS AND REPORTING**

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the District in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the District's programs.
7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
9. Assist in preparing overall employee insurance fund budget and projections.
10. Prepare and present reports on trends, new products and audits, as requested.
11. Regularly monitor and evaluate performance measures and guarantees of providers.
12. Provide monthly claim updates and perform quarterly reviews of such.
13. Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefit plans and programs. Provide District staff or officials all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of the District's benefit plans and programs.
14. Provide impact analysis, plan options, and strategic recommendations with regard to PPACA.
15. Provide impact analysis, plan options, and strategic recommendations with regard to Senate Bill 1444.

## **B. LIAISON AND PROBLEM INTERVENTION**

1. Act as liaison between the District and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes, and general

- troubleshooting.
4. Attendance as needed at meetings with District staff, employees and/or retirees to facilitate and assist in the management of the District's employee benefit plans.
  5. Act as an advocate in appeal, arbitration or court process between the District and the providers on unresolved issues if needed; provide advice when needed to enforce District, employee, retiree, or their dependents' rights.
  6. Assist the District in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

### **C. COMPLIANCE**

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to District staff, as needed, regarding regulatory updates, and/or Best Practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
4. Assist District staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
6. Conduct compliance audit of district's policies and procedures, (PPACA, COBRA, HIPAA, USERRA, etc.)
7. Provide access to ERISA attorney and compliance department as needed for health and welfare benefit related questions.

### **D. ANNUAL RENEWAL PROCESS AND EVALUATION**

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid District health insurance program and employee and retiree benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist District staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.

8. Represent the District in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates, and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the District.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Assist with and coordinate the annual Benefits Fair and Open Enrollment meetings.

#### **E. OTHER SERVICE REQUIREMENTS**

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Recommend and help develop enhancements and improvements for communications specific to the needs of the District's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
3. Provide timely research and responses to technical questions posed by District staff.
4. Provide regular and timely communications needed for the effective administrative of benefit plans.
5. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements, and administration.
6. Provide access to published benefit - related survey information.
7. Develop additional benefits communications specific to the needs of the District's employees and retirees.
8. Attend and assist with meetings with the School Board, District staff and employees.
9. Recommend broker-sponsored seminars, benefit events and educational forums that would be beneficial to the District.
10. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
11. Work collaboratively with other consultants and District staff.
12. Manage plan transitions as necessary between insurance providers.
13. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
14. Prepare and administer employee benefit survey as needed.

**Additional Services – Not Included in Fees – Priced on Per Project Basis if not stated otherwise.**

**Call Center** – HUB’s can provide a call center if requested by Region 10 ESC for \$1.18 PEPM.

**Human Resources Consulting** – HUB’s Human Resources Consultants help businesses excel across all human resource-related areas by focusing on the entire employee lifecycle. We develop a deep understanding of our districts’ business and culture, which allows us to align initiatives and create efficiencies. Our goal is to help organizations develop and sustain high-performing human resource programs and teams that drive their success. Below outlines several services our Human Resources Consulting practice provides:

- > Employee Handbook Review and Creation
- > Job Descriptions Creation
- > Training & Development Programs
- > Continuous Education Services

**Workforce Absence Management** – HUB’s Workforce Absence Management practice helps districts manage their workforce and absence management programs to reduce costs and increase productivity.

**Property and Casualty Consulting** – This is another primary arm of our overall risk management services provide to many of our municipality districts.

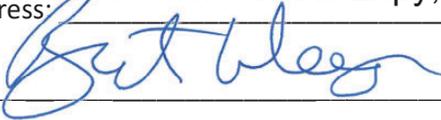
**PROPOSAL FORM 7: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: HUB International, Texas

Title of Authorized Representative: Senior Vice President, Public Sector Practice Leader

Mailing Address: 10000 N. Central Expy, Suite 1200, Dallas, TX 75231

Signature: 

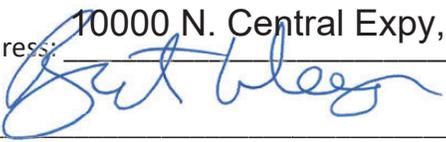
**PROPOSAL FORM 8: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: HUB International, Texas

Title of Authorized Representative: Senior Vice President, Public Sector Practice Leader

Mailing Address: 10000 N. Central Expy, Suite 1200, Dallas, TX 75231

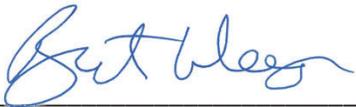
Signature: 

**PROPOSAL FORM 9: LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Respondent

**09/16/2021**

\_\_\_\_\_  
Date

**PROPOSAL FORM 10: CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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**Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



\_\_\_\_\_  
Signature of Respondent

09/16/2021

\_\_\_\_\_  
Date

**PROPOSAL FORM 11: ANTITRUST CERTIFICATION STATEMENTS  
(Tex. 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 contract 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 has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has 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.

**VENDOR** HUB International, Texas

**ADDRESS** 10000 N. Central Expy

Suite 1200

Dallas, TX 75231

**PHONE** 214-443-2429

**FAX** 214-443-2424

**RESPONDANT** 

Signature  
**Brent Weegar**

Printed Name  
Senior Vice President, Public Sector Practice Leader

Position with Company

**AUTHORIZING OFFICIAL** 

Signature  
**Brandon Wilson**

Printed Name  
Employee Benefits Practice Leader

Position with Company

## PROPOSAL FORM 12: IMPLEMENTATION OF HOUSE BILL 1295

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



**PROPOSAL FORM 14: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

**HUB International, Texas 10000 North Central Expressway, Suite 1200**

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CompanyName

Address

**Dallas, TX 75231**

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City

State

Zip

## PROPOSAL FORM 15: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?     BW    

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience

of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? BW

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? BW

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? BW

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? BW

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 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 awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? BW

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? BW

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? BW

(Initials of Authorized Representative)

#### **9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? BW

(Initials of Authorized Representative)

#### **10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? BW

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? BW

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? BW

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? BW

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? BW

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

\_\_\_\_\_

Company Name

**HUB International, Texas**

---

Signature of Authorized Company Official



---

Printed Name

**Brent Weegar**

---

Title

Senior Vice President, Public Sector Practice Leader

---

Date

09/16/2021

**PROPOSAL FORM 16: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**PROPOSAL FORM 17: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

09/16/2021

Date



Authorized Signature & Title

**PROPOSAL FORM 18: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name HUB International, Texas  
Address 10000 North Central Expressway, Suite 1200  
City/State/Zip Dallas, TX 75231  
Telephone No. 214-443-2429  
Fax No. 214-443-2424  
Email address brent.weegar@hubinternational.com  
Printed name Brent Weegar  
Position with company Senior Vice President, Public Sector Practice Leader  
Authorized signature 

Term of contract July 1, 2021 to June 30, 2024

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent Date

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

**Equalis Group Contract Number** \_\_\_\_\_

## A-References

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**Reference:** Laredo Independent School District  
**Location:** 1702 W. Houston St. Laredo, TX 78040  
**Length of Service:** 2013 to Present  
**Contact:** Flor Ayala – Chief Financial Officer  
fayala@laredoisd.org  
956-273-1043  
**Services Provided:** Health and Welfare Benefits Consulting  
**Annual Volume:** 2,900 employees



**Reference:** Canutillo Independent School District  
**Location:** 7965 Artcraft Rd. El Paso, TX 79932  
**Length of Service:** 2001 to Present  
**Contact:** Martha Carrasco – Executive Director, Human Resources  
mcarrasco@canutillo-isd.org  
915-877-7423  
**Services Provided:** Health and Welfare Benefits Consulting  
**Annual Volume:** 900 employees



**Reference:** City of Richardson  
**Location:** 411 W. Arapaho, Richardson TX 75080  
**Length of Service:** 2012 to Present  
**Contact:** Jose Moreno – Human Resources Director  
jose.moreno@cor.gov  
972-744-4002  
**Services Provided:** Health and Welfare Benefits Consulting  
**Annual Volume:** 1,100 employees



**Reference:** City of Longview  
**Location:** 300 W. Cotton St. Longview, TX 75601  
**Length of Service:** 2013 to Present  
**Contact:** Mary Ann Miller – Director of Administration  
mmiller@longviewtexas.gov  
903-237-1014  
**Services Provided:** Health and Welfare Benefits Consulting  
**Annual Volume:** 900 employees



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**Reference:** City of Wichita Falls  
**Location:** 1300 7<sup>th</sup> St. Wichita Falls, TX 76307  
**Length of Service:** 2010 to Present  
**Contact:** Christi Klyn – Human Resources Director  
christi.klyn@wichitafallstx.gov  
940-761-7615  
**Services Provided:** Health and Welfare Benefits Consulting  
**Annual Volume:** 1,300 employees

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**General Lines Agent**

Life, Accident, Health and HMO

**BRENT ALLAN WEEGAR**

10000 N CENTRAL EXPY STE 1100  
DALLAS, TX 75231-2313

**is authorized to transact business as described above**

License No: 1283105

Issue Date: 07-14-2004

Expiration Date: 09-30-2022

Generated by Sircon 222768691

<p><b>TEXAS</b> DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT</p>  <p><b>BRENT ALLAN WEEGAR</b> 10000 N CENTRAL EXPY STE 1100, DALLAS, TX 75231-2313</p> <p>LICENSE NUMBER: 1283105</p>	<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p><b>General Lines Agent</b> Life, Accident, Health and HMO</p> <p>Issue Date: 07-14-2004      Expiration Date: 09-30-2022</p> <p>Generated by Sircon 222768691</p>
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**General Lines Agent**  
Life, Accident, Health and HMO

**ANDREW CARL WEEGAR**  
8413 EMERALD CIR  
NORTH RICHLAND HILLS, TX 76180-5779

**is authorized to transact business as described above**

License No: 1951621      Issue Date: 10-18-2014      Expiration Date: 05-31-2023

Generated by Sircon 239245629

<p><b>TEXAS</b> DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT</p> <p><b>ANDREW CARL WEEGAR</b> 8413 EMERALD CIR, NORTH RICHLAND HILLS, TX 76180-5779</p> <p>LICENSE NUMBER: 1951621</p>	 <p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p><b>General Lines Agent</b> Life, Accident, Health and HMO</p> <p>Issue Date: 10-18-2014      Expiration Date: 05-31-2023</p> <p>Generated by Sircon 239245629</p>
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**General Lines Agent**  
 Life, Accident, Health and HMO

**BRETT CLARK BOWERS**  
 19900 VILAMOURA  
 PFLUGERVILLE, TX 78660

**is authorized to transact business as described above**

License No: 860410

Issue Date: 01-30-2018

Expiration Date: 01-31-2022

Generated by Sircon 208053665

<p><b>TEXAS</b>          DEPARTMENT OF INSURANCE          THIS IS TO CERTIFY THAT</p>  <p><b>BRETT CLARK BOWERS</b>          19900 VILAMOURA, PFLUGERVILLE, TX 78660</p> <p>LICENSE NUMBER: 860410</p>	<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS          IN ACCORDANCE TO THE LICENSE DESCRIPTION          SHOWN BELOW:</p> <p><b>General Lines Agent</b>          Life, Accident, Health and HMO</p> <p>Issue Date: 01-30-2018      Expiration Date: 01-31-2022</p> <p>Generated by Sircon 208053665</p>
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**General Lines Agent**

Life, Accident, Health and HMO

**HEATH ALEC HAIGOOD**

8191 MIDTOWN BLVD APT 14208  
DALLAS, TX 75231-4565

**is authorized to transact business as described above**

License No: 2231271

Issue Date: 10-05-2017

Expiration Date: 01-31-2023

Generated by Sircon 227173342

<p><b>TEXAS</b> DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT</p> <p><b>HEATH ALEC HAIGOOD</b> 8191 MIDTOWN BLVD APT 14208, DALLAS, TX 75231-4565</p> <p>LICENSE NUMBER: 2231271</p> 	<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p><b>General Lines Agent</b> Life, Accident, Health and HMO</p> <p>Issue Date: 10-05-2017      Expiration Date: 01-31-2023</p> <p>Generated by Sircon 227173342</p>
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**General Lines Agent**  
 Life, Accident, Health and HMO

**JULIAN FONTANA**  
 5716 BEXLEY COURT  
 AUSTIN, TX 78739

**is authorized to transact business as described above**

License No: 1013165

Issue Date: 03-25-2015

Expiration Date: 06-30-2023

Generated by Sircon 237596775

<p><b>TEXAS</b>          DEPARTMENT OF INSURANCE          THIS IS TO CERTIFY THAT</p> <p><b>JULIAN FONTANA</b>          5716 BEXLEY COURT, AUSTIN, TX 78739</p> <p>LICENSE NUMBER: 1013165</p>	 <p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS          IN ACCORDANCE TO THE LICENSE DESCRIPTION          SHOWN BELOW:</p> <p><b>General Lines Agent</b>          Life, Accident, Health and HMO</p> <p>Issue Date: 03-25-2015      Expiration Date: 06-30-2023</p> <p>Generated by Sircon 237596775</p>
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## Life and Health Insurance Counselor

**MONICA BLAKELEY**  
 906 FOREST EDGE LN  
 WYLIE, TX 75098-3823

**is authorized to transact business as described above**

License No: 1433780

Issue Date: 02-28-2007

Expiration Date: 04-30-2022

Generated by Sircon 208730587

<p><b>TEXAS</b>          DEPARTMENT OF INSURANCE          THIS IS TO CERTIFY THAT</p> <p><b>MONICA BLAKELEY</b>          906 FOREST EDGE LN, WYLIE, TX 75098-3823</p> <p>LICENSE NUMBER: 1433780</p> 	<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS          IN ACCORDANCE TO THE LICENSE DESCRIPTION          SHOWN BELOW:</p> <p><b>Life and Health Insurance Counselor</b></p> <p>Issue Date: 02-28-2007      Expiration Date: 04-30-2022</p> <p>Generated by Sircon 208730587</p>
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**General Lines Agent**  
Life, Accident, Health and HMO

**STEVEN PAUL ORTA**  
11925 GRANITE BAY PL  
AUSTIN, TX 78732-2418

**is authorized to transact business as described above**

License No: 1685496

Issue Date: 05-09-2011

Expiration Date: 12-31-2021

Generated by Sircon 248929184

<p><b>TEXAS</b> DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT</p>		<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p>
<p><b>STEVEN PAUL ORTA</b> 11925 GRANITE BAY PL, AUSTIN, TX 78732-2418</p>		<p><b>General Lines Agent</b> Life, Accident, Health and HMO</p>
<p>LICENSE NUMBER: 1685496</p>		<p>Issue Date: 05-09-2011      Expiration Date: 12-31-2021</p>
		<p>Generated by Sircon 248929184</p>



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.



**REQUEST FOR PROPOSAL #R10-1125 FOR:  
EMPLOYEE BENEFITS CONSULTING FOR TEXAS**

August 20, 2021

**Section Three:**

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

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## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of November 1, 2021, by and between HUB International Texas, Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“the products and services”).*

#### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- 1.5 **Conflict of Interest:** Vendor is prohibited from receiving any fees, compensation, or benefit (including any rebate, commission, fees, etc.) from any insurer, broker, service provider or any other person or entity relating to the products or services being provided under this contract.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC

when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

- 4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.
- 4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
- General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

- 5.1 **Cancellation for non-performance or contractor deficiency**: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
  - ii. Providing work and/or material that was not awarded under the contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
  - vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor,

specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

- 5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension

or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY OF PRODUCTS AND SERVICES PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said products and services purchased on this contract to the participating Member issuing a Purchase Order. Conforming products and services shall be provided within a time frame agreed upon by Vendor and Member. If delivery is not or cannot be made within the agreed upon time the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect products or services are delivered, purchasing agency may make the determination to return the products or services to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment if applicable.
- 7.3 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due to the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement, which will be negotiated upon award of a contract for this RFP. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications

and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.2 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.3 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:  
“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year.”
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or

cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue**: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Signatures follow on Signature Form]

## 14. CONTRACT SIGNATURE FORM

**Please note:** A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms; Proposal Form 19.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

### **VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Prices are guaranteed: **120 days**

Company name	HUB International, Texas
Address	10000 North Central Expressway, Suite 1200
City/State/Zip	Dallas, TX 75231
Telephone No.	214-443-2429
Fax No.	214-443-2424
Email address	brent.weegar@hubinternational.com
Printed name	Brent Weegar
Position with company	Senior Vice President, Public Sector Practice Leader
Authorized signature	

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of two (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

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

**Equalis Group Contract Number** \_\_\_\_\_

# ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

**NOTE:** This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondents will be required to negotiate directly with Equalis Group upon award of a contract.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between **Winning Supplier**, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties.**"

## SECTION 1. RECITALS

- A.** Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Region 10 issued request for proposal ("**RFP**") #**Number** on behalf of Region 10 and Equalis Group Members for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier.
- C.** Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #**contract number** effective as of **Month Day, Year** to provide Products & Services to Equalis Group Members.
- D.** The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E.** Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F.** Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- G.** Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H.** Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

**Appendices.** The appendices attached hereto are made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

**Appendix A** defines Winning Supplier’s reporting requirements.

**Appendix B** sets forth the roles and responsibilities of the Parties.

**Appendix C** defines the financial terms between the Parties.

**Terms in Appendices.** In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

### **Publicity & Joint Marketing.**

**Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

**Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

## SECTION 3. TERMS & CONDITIONS

**Contract Administration.** Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges

and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

**Express Limitation of Equalis Liability.** With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

**Indemnification.** Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

**Term & Termination.** The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

**Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

**Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: Brent Weegar, Senior Vice President, Public Sector Practice Leader

Street Address: 10000 North Central Expressway, Suite 1200

City/St/Zip: Dallas, TX 75231

If to **Equalis:**

Equalis Group LLC  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

**Waiver and Modification.** This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

**Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

**No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

**Entire Agreement.** The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

**Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WINNING SUPPLIER**

**EQUALIS GROUP, LLC**

By: 

By: \_\_\_\_\_

Name: Brent Weegar

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

Title: Senior Vice President, Public Sector Practice Leader

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

Date: 9/16/2021

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

**APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS**

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at [Reporting@EqualisGroup.org](mailto:Reporting@EqualisGroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
<b>Distributor</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code

	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 <i>(Where available or applicable)</i>
	Product Category level 3 <i>(Where available or applicable)</i>
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ <b>*required</b>
	Admin Fee % <b>*required</b>
	Admin Fee \$ <b>*required</b>

## APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

### 1. Equalis Services.

**1.1. Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

**1.2. Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

**1.3. Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

### 2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

**2.1. Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via [www.EqualisGroup.org](http://www.EqualisGroup.org)) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

**2.2. Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier’s executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

**2.3. Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

**2.4. Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan (“Plan”) within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

**2.4.1.** Issuing co-branded press release

**2.4.2.** Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier’s websites

**2.4.3.** Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

**2.4.4.** Jointly participating in national and regional conferences

**2.4.5.** Jointly attending national and regional Equalis Group Member networking events

**2.4.6.** Designing, publishing, and distributing co-branded marketing materials

**2.4.7.** Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

## APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

### **1. Administrative Fee.**

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) of **written number** percent (**number**%) of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

### **2. Case-by-Case Administrative Fee Adjustments.**

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

