



Fully Funded Group Health Insurance

RFP # 2020-14

RFP OPENING DATE: July 21, 2020

RFP DUE TIME: 3:00 P.M., C.S.T.



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time, on Tuesday, July 21, 2020**, shortly thereafter all submitted RFPs will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #: 2020-14 Fully Funded Group Health Insurance

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

1. The purpose of these solicitation documents is to execute a Professional Services Contract for:

Fully Funded Group Health Insurance

INTENT

2. The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

3. RFP'S shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response, one (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY**", along with an electronic file attached by USB. RFP'S submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

4. The City of Edinburg may hold RFPs **60** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

5. The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.
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ASSIGNMENT

6. Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

7. Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

8. THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

9. It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

10. RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

11. If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

12. The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

13. The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

14. Where in this solicitation package SERVICES is used, its meaning shall refer to the request for GROUP EMPLOYEE BENEFITS PRODUCTS as specified.

RESPONDENT'S EMPLOYEES

15. Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

16. The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
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INTERPRETATIONS

17. Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

18. Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

19. Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

20. Respondents past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

21. Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

22. The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

23. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

24. CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records

administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

25. 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. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

26. The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

27. Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

28. A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to (Provider, Contractor, Vendor, etc.) for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Attorney shall be limited to payment for services rendered through the date of such notice to terminate. B. (Contractor, Vendor, etc.) will deliver or otherwise make available to the City within ten (10) days all data, reports, material, files and such other information and materials as may have been accumulated by the (Provider, Contractor, Vendor, etc.) in performing this Agreement, whether completed or in process. C. Upon termination under paragraph A of Section VI, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

CONDITIONS OF CONTRACT

The selected firm shall be required to enter into a formal agreement acceptable to the City Attorney that is similar in form and content to the agreement attached hereto for a period of one (1) year with the option to renew for two (2) additional one (1) year periods. All rates/fees shall be fixed for the contract term.

RESPONSE DEADLINE

29. Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, July 21, 2020 until 3:00 p.m.** for consideration. Six (6) complete sets of the response, one (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY**", along with an **electronic file** attached by USB must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the **RFP 2020-14** for "**Fully Funded Group Health Insurance**". **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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ADDENDA AND MODIFICATIONS

30. Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

31. The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

32. Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

33. RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION II. RFP REQUIREMENTS

INTRODUCTION:

The City of Edinburg's Department of Human Resources (HR) is responsible for the administration of the City's benefits and insurance, including medical, dental, vision, life, accidental death, long term disability, etc. It is the goal of the City to provide competitive and affordable (according to market standards) benefit plans which are accessible to all eligible employees, retirees, elected officials, employees of intergovernmental agencies to include the Boys & Girls Clubs of Edinburg, Economic Development Corporation, and Edinburg Chamber of Commerce.

CLARIFICATION AND INTERPRETATION OF RFP:

The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer. If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, via email at lfuentes@cityofedinburg.com with a simultaneous copy. Deadline to submit questions for clarifications shall be no later than Friday, July 10, 2020 at 12:00 p.m.

PURPOSE:

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

BACKGROUND INFORMATION:

The City is organized into twenty-two (22) departments and provides a full range of municipal services to its citizens including fire and police protection, animal control and municipal court facilities, water and sanitary sewer utilities, solid waste collection services and residential recycling, a regional landfill, the construction of streets, drainage and other infrastructure, recreation activities, swimming pools and athletic fields, public library and other facilities used for various cultural and civil activities.

Currently there are approximately 884 Full-Time Employees, 60 Part-Time Employees, and 97 retirees who qualify for the City's fully insured plan. The Benefit Insurance Plan Year coincides with the City's fiscal year of October 1 – September 30.

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original, five (5) copies** and one electronic version of the RFP shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Edinburg.

The City of Edinburg requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. It is requested that proposals be limited to no more than 50 pages, excluding resumes and any sample documents. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

SECTION III. CURRENT AND REQUESTED COVERAGES

Current Coverage's

Medical – Blue Cross Blue Shield has provided fully insured medical coverage since October 1, 2018.

- Currently, employees are offered a \$2,000 deductible copay plan. Please see Appendix C for complete plan information and design.
- The City contribution schedule includes the below. We anticipate the contributions will be similar for 2020-2021.
 - Employee Only - \$398.58
 - Employee & Child(ren) - \$676.12
 - Employee & Spouse - \$1,051.77
 - Employee & Family - \$1,206.70
- The City provides medical insurance to retired employees. The City contributes a flat \$737.39 per month to retiree only coverage.
- Employees are eligible for benefits on the first date of employment.

Coverages and Services Requested

• Medical

- The City is interested in maintaining a similar plan design. Any deviations shall be clearly identified in the proposal. Otherwise, submitted proposals will assume the current benefit level.
 - Proposers are allowed to present alternative options that include lower rates and/or plan enhancement.
 - At minimum, please provide at least one (1) PPO network option.
 - Proposers may provide EPO, HMO or any other narrow network options.
 - Please provide a detailed pharmacy disruption report to show any exclusions or tier level disruption for current Pharmacy Drug List found in Appendix C.
-

- Please provide a detailed network report for Starr, Hidalgo, Cameron, Zapata, Jim Hogg, Brooks and Webb County.
- Please include a GEO access report for two (2) providers in ten (10) miles for PCP, specialist, outpatient imaging, OBGYN and Hospitals for current census.
- **The City desires for the carrier to submit proposals net of commissions.**

IV. EVALUATION PROCESS AND PROPOSAL FORMAT

Supporting Documents and Bid Package (Appendix C)

Interested parties will need to contact Ms. Lorena Fuentes via email to receive the full RFP package that includes claims information, rate sheets, questionnaires and required forms. All information will be sent to interested parties via a secure email.

City of Edinburg

Lorena Fuentes

Purchasing Agent

lfuentes@cityofedinburg.com

415 W. University Drive

Edinburg, TX 78539

Tel: (956) 388-1895, Ext. 8972

Overview

Each proposal received will be analyzed and evaluated by selected City personnel.

Evaluation Criteria

The City reserves the right to contact references to discuss the performance of Proposers 'to make on-site visits of Proposers' facilities to observe systems and personnel in action and based on the following criteria:

- Experience working with cities – 15 points
- Experience of staff assigned to the City – 10 points
- Multi-year rate guarantees and/or rate caps – 15 points
- Plan design and contract language – 20 points
- Cost – 15 points
- Management reporting and services offered – 10 points
- Completed questionnaires and rate sheets – 15 points

Best and Final Offer (BAFO)

The City reserves the right to return to the Proposer(s) remaining in the competitive range to request a BAFO proposal based on one or more components of the initial proposal.

Although discussions and BAFOs may take place, Proposers are encouraged to provide their best offer/proposal initially and not anticipate discussions to make their best offer/proposal.

The City reserves the right to bundle coverage's and/or services with the same company, or choose a different company for each service requested. Each coverage/service must stand alone and cannot be contingent on securing other lines of coverage. Proposals contingent on securing multiple lines of coverage may result in a disqualification. If there is a financial advantage to choosing more than one coverage/service with Proposer's firm, proposal should clearly outline these advantages but the original price needs to include an unbundled price.

Proposal Submission Format

The **original signed proposal, five (5) copies and one (1) electronic copy** shall be submitted and organized in the following format using Section numbers:

Section I – Appendix A Forms

- A. Proposer Profile
- B. Services Proposed Checklist
- C. Conflict of Interest Questionnaire
- D. W-9 Form

Section II – Appendix B Forms

- A. Signed and Completed General Questionnaire (***completed by all proposers***)
- B. Signed and Completed Questionnaire (***completed for all lines of coverage included in proposal***)
- C. Signed and Completed Rate Sheets and Plan Design (***completed for all lines of coverage included in proposal***)

Section III – Carrier Proposal and Supporting Documents

- A. Carrier Full Proposal
 - B. Network Reports and GEO Access Report for Primary Care, Specialist and Hospitals 2 in 10 miles
 - C. Specimen Contracts and Benefit Summaries
 - D. Organization Marketing/Communication/Background Information
-