



AGENT OF RECORD

RFQ # 2020-002

RFQ OPENING DATE: JUNE 01, 2020

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



REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Quotations; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. 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.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Monday, June 01, 2020**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ'S 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 RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2020-002 AGENT OF RECORD

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

Hand Delivered RFQ'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 Quotations:

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 RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **60** days without taking action.

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

Please read your requirements thoroughly and be sure that the RFQ 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 RFQ. 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:

Agent of Record

INTENT

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

SUBMITTAL OF RFQ

(3) RFQ'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. RFQ'S submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ'S become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of an RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQ'S which do not comply with these requirements may be rejected at the option of the City. RFQ'S must be filed with the City of Edinburg before the deadline day and hour. No late RFQ'S will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

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Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFQ/s 60 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFQ'S, 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.

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 RFQ 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 RFQ'S 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 RFQ.

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 RFQ

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

NO RESPONSE TO RFQ

(11) If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

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

PAYMENT

(13) The Agent of Record commissions are to be paid by insurance carriers, as negotiated.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Agent of Record 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.

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 RFQ. 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/Agent of Record 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) Respondent's past performance shall be taken into consideration in the evaluation of RFQ 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 Agent of Record agreement includes a "Scope of Services." Evaluations on the Agent of Record should take place annually, or at the request of management. Evaluation criteria will reflect the Scope of Services as outlined in this RFQ. The City of Edinburg reserves the right to terminate the agreement at any time should it be determined the Scope of Services are not met.

The Agent of Record shall offer full disclosure of any and all corporate relationships, fees, and commissions.

RESPONSE DEADLINE

(29) Responses to the RFQ must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, June 1, 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 **RFQ 2020-002** for "**AGENT OF RECORD**". **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 RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ 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 RFQ 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 RFQ 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.

RFQ 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 RFQ 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 RFQ

(33) RFQ'S MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. 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 RFQ. A corporation shall execute the RFQ 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 RFQ. Partnership and Individual Respondent shall state in the Quotation 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. RFQ 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, COBRA, employees of intergovernmental agencies to include the Boys and Girls Club, Economic Development Corporation, and Chamber of Commerce. It is the intent of the City to select a single firm to accomplish all services outlined in this RFQ.

CLARIFICATION AND INTERPRETATION OF RFQ: The words "must" or "will" or "shall" in this RFQ indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the Quotation. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the Quotation 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 RFQ, please contact Ms. Lorena Fuentes, Purchasing Agent, via email at lfuentes@cityofedinburg.com. **Deadline to submit questions for clarifications shall be no later than Friday, May 22, 2020 at 12:00 p.m.**

PURPOSE: The purpose of this RFQ is to provide minimum requirements, solicit Quotations 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.

The Agent of Record agreement includes a "Scope of Services." The City of Edinburg reserves the right to terminate the agreement at any time should it be determined the Scope of Services are not met. The Agent of Record agreement is expected to commence immediately following the selection process, to include all service requirements for open enrollment. Open enrollment is tentatively scheduled for the first week of August 2020.

REQUEST FOR QUOTATIONS: The required contents and limitations for the preparation of the RFQ 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 RFQ. 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 shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ 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 Quotation 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 Quotations will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all Quotations will be open for public inspection after the contract award. All Quotations become the property of the City of Edinburg.

The City of Edinburg requires comprehensive responses to every section within this RFQ. Conciseness and clarity of content are emphasized and encouraged. Vague and general Quotations will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described Quotation format. The intent of the Quotation 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 RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the Quotation as requested may result in the disqualification of the Quotation.

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

TAB A-Qualifications and Experience

The City is interested in entering an agreement with an Agent of Record who is able to maximize the value of the Employee Benefits Program. This will require an Agent of Record who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the staff. Please answer the following questions:

- 1) Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

- 2) Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses (General Lines Agent for Life and Health), etc.
- 3) Provide a copy of latest audited Annual Financial Report. The same information must be provided for any associate firm.
- 4) What types of services do you provide to fully-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed).
- 5) Identify the number and types of RFQ'S you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFQ.
- 6) Describe your company's fee structure for the services outlined in this RFQ.

TAB B - Company Operational Information

1. Client History- Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.
2. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.
3. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)

TAB C - Project Design and Methodology

1. Provide a detailed work plan for accomplishing the work and services to be provided to the City.
2. Work plan must describe the Agent of Record methodology, including a detailed project plan and time frames from the award date to implementation, including conversion, if required. Include any technology requirements.
3. Work plan shall clearly distinguish the Agent of Record duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.
4. If the successful Agent of Record provides a solution that differs from that currently in use by the City, specify the steps and procedures that will be put in place to ensure there is no interruption of service during the transition.

SECTION III. SCOPE OF SERVICES

Summary

Scope of Services to be Provided by Agent of Record:

- A. Serve the City as an advisor regarding the preparation of the City's RFQ for health plan design, business rules, and content including COBRA, HIPAA section 125 program, dental, vision, long and short-term disability, life insurance benefits and their components, and employee assistance program.
- B. Serve the City as an advisor regarding voluntary insurance products and their components to provide the optimum voluntary benefit package.
- C. Review, on an ongoing basis, the existing employee benefit programs for competitiveness, appropriateness and overall acceptance by plan participants.
- D. Serve and assist the City in negotiating benefits provider contract(s) resulting from the review and recommendations noted above including the use of available provider networks. Provide the City underwriting data and evaluation services to support contract modifications such as benefit differentials and funding options.
- E. Negotiate, when appropriate, long term rate(s)/service guarantees designed to meet the service delivery and financial plan of the City.
- F. Assist the City in preparing and presenting periodic reports to the City Council, City Manager or Human Resources Director on the progress, applicability and overall benefit of a specific plan.
- G. Review utilization rates on a quarterly basis and evaluate each on the City's best option as it relates to fully-funded plans.
- H. Assist the City with plan design changes, plan implementation strategies, plan design and/or benefits communications relating to coverage; integrating appropriate assignments of duties to vendors, while maintaining proper oversight/responsibilities.
- I. Review new or proposed administrative services provided by outside vendor(s) to determine the most effective and efficient service delivery strategies.
- J. Assist the City with premium funding projections during its annual budget process.
- K. Review long-term healthcare contribution philosophy and budgetary agenda and best strategies for applying identified resources to a meaningful long-term benefit package.
- L. Provide the City with overall plan management and quality assurance services including, but not limited to the following topics:
 - Customer Service
 - Regulatory Compliance & Reporting
 - COBRA/HIPAA
 - Open Enrollment
 - Benefit Review/Design
 - Cost Containment
 - Renewal Negotiations
 - Contract Analysis
 - Competitive Bidding
 - Employee Benefits Administration Platform
 - Transition & Implementation of Plan
 - Vendor Compliance
 - Analysis & Selection of Vendor
 - Claims Audit & Review
 - Benefits Summary
 - Billing Administration
 - Budgeting
 - Employee Wellness Program

- M. Act as the City's representative to all outside insurance vendors; collecting information and making periodic presentations to staff, employees and City Council, as requested, of their offerings.
- N. Provide periodic comparisons of plans of benefits and employer/employee contributions to area cities and comparable businesses.
- O. Provide periodic reports using carrier data on claims and fixed expenses, and relate those to total premium and expectations for renewal. Add historical perspective to premium and claims data for all coverage and provide reports as needed by the City.
- P. Provide national, regional and local medical inflation data and compare that to specific City plan inflation.
- Q. Review and make recommendations to the City on carrier cost containment mechanisms, as relates to return on investment and participant impact.
- R. Meet periodically with the City's staff relating to levels of customer service received from various carriers, and where required intercede with both parties to assist in problem resolution.

SECTION IV. FIRM and RFQ EVALUATION

FIRM AND RFQ EVALUATION: All Quotations will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point system and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying Quotations received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

Qualifications will be evaluated using the following criteria:

- 1. Qualifications – (50 points):**
 - a) Experience in adhering to Section III: Scope of Services
- 2. Company Operational Information – (20 points):**
 - a) Agent of Record should have a proven record in providing competitive assessment and procurement advisory services.
 - b) Provide resumes on key personnel that have more than 3 years' experience as an Agent of Record.
 - c) Identification of who will be assigned to the City's account; include the qualifications; and agree to notify the City of any changes.
- 3. Project Design and Methodology – (20 points)**
 - a) Review of qualification submissions including, but not limited to Section II Tab C.
- 4. References – (10 points)**
 - a) List of 3 references with contact information where the proposed Agent of Record has assisted.

SECTION V. AWARD OF CONTRACT, RESERVATION OF RIGHTS

Number of Contracts. THE CITY reserves the right to award one, more than one or no contract(s) in response to this RFQ.

Advantageous Contract. The Contract, if awarded, will be awarded to the AGENT OF RECORD whose Submittal(s) is/are deemed most advantageous to THE CITY and upon approval of the CITY Council.

Should negotiations be unsuccessful, the City shall enter into negotiations with the next highest rating vendor. The process shall continue until an agreement is reached with a qualified vendor.

Final Selection and the CITY Council Approval. THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of THE CITY. However, final selection of an Agent of Record is subject to THE CITY Council approval.

Remedy of Technical Errors. THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.

Preparation Costs. This RFQ does not commit THE CITY to enter into a Contract, award any services related to this RFQ, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity. If selected, AGENT OF RECORD will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor. AGENT OF RECORD agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for AGENT OF RECORD's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed. Execution of a contract does not obligate the CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the AGENT OF RECORD through individual Purchase Orders.

ATTACHMENT I: INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to the CITY hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above.
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act.
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

Insurance Requirement Acknowledgement

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Human Resources Department of Quotation awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Director of Human Resources in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Finance Department of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Human Resources Administrator in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Director of Human Resources will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHMENT II

**Project Requirements
Acknowledgement**

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Company

Address

City, State, Zip

Date

ATTACHMENT III

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT IV

**AGENT OF RECORD QUALIFICATIONS
GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: (Full, correct legal name) _____

2. Address: _____

3. Telephone/Fax: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No____
5. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in Edinburg, Texas?
Yes____ No____
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
____ (years) ____ (months)
c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes____ No____
b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
____ (years) ____ (months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

14. Provide work samples that demonstrate your ability to meet and exceed expectations as outlined in the "Scope of Services". At minimum, this should include examples of the following:

a. Analytical Reporting completed by your staff (not copies of carrier reports.)

b. Examples of recommendations for plan design changes and associated costs and/or savings.

Attachment A

TAB E- References

1. Provide references for similarly successful projects from three governmental agencies to include municipalities. For each reference, include the dates of service, name of the agency, contact name, telephone and email address.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____