

NOTICE TO RESPONDENTS

RFP NO. 2024-01

The City of Jersey Village is soliciting sealed proposals from qualified vendors for **Group Benefit Consultant Services for medical, dental, vision, life insurance, employee assistance program, and long term disability.**

Sealed Proposals must be received by the City Secretary no later than **2:00 p.m. (CST), February 21, 2024.** All proposals must be submitted online via BidNet Direct. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

To obtain a copy of the Request for Proposals please visit:
<https://www.bidnetdirect.com/texas/cityofjerseyvillage>

The City reserves the right to reject any or all proposals and to waive informalities in proposals. In case of ambiguity or lack of clearness in stating the prices in any proposal, the City reserves the right to consider the most advantageous construction thereof, or to reject the proposal.

The City of Jersey Village is subject to the Texas Public Information Act, a state law, which may require the City to make the information, provided available to the public upon request. Accordingly, all proprietary information included in the response to this request must be marked as proprietary.

Publication Dates: January 31, 2024, and February 7, 2024
s/Lorri Coody, City Secretary

CITY OF JERSEY VILLAGE



REQUEST FOR PROPOSALS

Group Benefit Consultant Services # RFP 2024-01

Date Issued: January 31, 2024

**RESPONSES MUST BE RECEIVED NO LATER THAN:
2:00 P.M. CST February 21, 2024**

RFP 2024-01 Group Benefit Consultant Services

**SECTION 1
PROPOSAL SPECIFICATIONS**

1.1. INTRODUCTION AND PURPOSE

The City of Jersey Village is requesting proposals for Group Benefit Consultant Services. The Consultant would provide cost containment strategic professional services related to overall design, selection, and ongoing administration of the City’s employees benefit programs. The City currently has approximately 110 employees to enroll in group benefits. The City’s benefit plan includes medical, dental, vision plans, Long Term Disability, Employee Assistance Program, and Life and AD&D. Plan coverage is for the period October 1 through September 30. The purpose of this Request for Proposal (RFP) is to secure the services of an independent Consultant to assist the city in the design, implementation, maintenance, and improvement of employee benefit program and improve the overall benefit and cost containment strategies of its plan(s).

1.2. PROPOSED PROJECT SCHEDULE:

January 31, 2024	RFP Release
February 14, 2024 – 2:00 pm (CST)	Deadline for Questions
February 21, 2024 At 2:00 pm (CST)	Responses Due
February 22, 2024 -February 29, 2024	Evaluation Review, includes clarification, negotiation and BAFO
March 18, 2024	Recommendations to City Council for Approval

1.3. CONTACT FOR QUESTIONS

All questions concerning this solicitation shall be made through Bid Net at www.bidnetdirect.com/cityofjerseyvillage

All prospective Proposers are hereby instructed to not contact any member of the City of Jersey Village’ City Council, City Manager, evaluation committee, or City of Jersey Village staff members other than the noted contact person. Any such contact may be cause for rejection of your Proposal.

RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing online at Bidnet Direct.

1.4. COMPETITIVE PROPOSALS

We sincerely appreciate the hard work you have put into considering a proposal for The City of Jersey Village. Proposals will not be opened publicly to avoid disclosure of contents to competing Proposers and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

This is a competitive sealed proposal process which will allow for clarification and negotiations and include a best and final process.

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1.5. PROPOSAL MODIFICATIONS/WITHDRAWAL

Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice by email to the Human Resources Representative at lcapps@jerseyvillagetx.com. A submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a proposer to withdraw a Proposal due to a material mistake in the Proposal.

1.6. NON-COLLUSION

Proposers certify that Proposals are made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product/service and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Proposers understand collusive behavior is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

SECTION 2 SCOPE OF WORK

2.1 INTRODUCTION

The intent of the RFP is to obtain professional services from a qualified firm for providing group benefit brokerage and consulting services. The scope of the work includes RFP for health insurance and other benefit coverages such as Medical/Rx Stop Loss, third party administrators (TPA), pharmacy benefit management, dental, vision, Employee Assistance Program (EAP), flexible spending, COBRA, health reimbursement account, wellness, and benefits advocacy services. There will also be meetings with staff and public meetings with city committees or City Council, wellness groups, etc., throughout the year. Due to the wide variety of services provided by a consulting firm, the City is not going to list a full scope of services, rather the consultant will list their proposed services.

2.2 PROFESSIONAL QUALIFICATIONS

Consultant must have demonstrated experience with similar sized clients preferably in the public sector.

2.3 PROJECT TIMEFRAME

The city requires a quote of the cost of 2024 health and benefit premiums by June 1, 2024 or as soon as possible for budgeting purposes. Other consulting services include advising on the Affordable Care Act (ACA), changes in the health insurance industry, changes in the healthcare plan and negotiating directly with healthcare providers. Your responses to the enclosed list categories will also provide directions regarding the type of information we are looking to have addressed. (See Attachment A).

2.4 PROPOSAL REQUIREMENTS

Any Consultant wishing to submit a proposal for this RFP must submit a cover letter together with the required information to the City by the submittal deadline listed on this RFP. All information listed below must be included in the proposal and be arranged in the order shown below:

- a. Consultant's name and contact information, brief history, and organizational structure.
- b. On no more than three pages, describe the Consultant's proposed services.

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- c. Identification of all key personnel that would be associated with this project. Include the responsibilities these individuals will have in this project and where their offices are located.
- d. Include a copy of an RFP you developed for another client's health insurance.
- e. Include a list of deliverables, including various reports for health insurance, and the timeframe of when these reports would be delivered.
- f. Include a brief list of references of similar sized clients and indicate which one, if any, you were consulting as they began a "self-insured" health insurance program.
- g. Indicate if you have experience negotiating costs with local providers, and if so, opinion if that strategy helps save costs.
- h. Other information that you deem appropriate.
- i. Submit a Price Proposal Form listing the cost to complete the project. These figures should include all expenses including time, supplies, travel (mileage, lodging, meals, etc.), photography, printing, clerical, etc. In addition, include the hourly rates to be used if additional work is required. A Consultant will not accept commissions, overrides or any form of remuneration from the City's insurers and/or service providers in connection with services and/or products purchased by the City.
- j. The Consultant must carry Errors & Omissions liability coverage indemnifying the City from gross negligence on the part of the Consultant when performing contracted services. Please present a copy of the policy showing per occurrence and aggregate limits. Coverage must be specific to consulting/fee services not agent/commission services and noted as such in the certificate presented to the City in the RFP response.
- k. All information that is listed in Attachment A "Required Information" must be clearly presented in your response.
- l. Required documents that must also be submitted include:
 - 1. Vendor Certification
 - 2. Disclosure Statement
- m. Copy of license in accordance with Texas Insurance Code – Chapter 4052 Life and Health Insurance Counselors; or Chapter 4054 Life, Accident, and Health Agents; or statement for exemption purposes.

SECTION 3 MANDATORY TERMS AND CONDITIONS

Because the City of Jersey Village is a governmental entity that must follow State and Federal Laws and has an obligation to protect its taxpayers, the city requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to your firm, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document takes precedence over the contractor's additional contract document.

PAYMENT PROVISIONS: The City's payments are under the Contract, including the time of payment and payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

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MULTIYEAR CONTRACTS: If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

LIABILITY AND INDEMNITY: Any provision of the Contract is void and unenforceable if it:

1. Limits or releases either party from liability that would exist by law in the absence of the provision;
2. Creates liability for either party that would not exist by law in the absence of the provision; or
3. Waives or limits either party's rights defenses, remedies or immunities that would exist by law in the absence of the provision (Section 5, Article XI, Texas Constitution)

INSURANCE REQUIREMENTS. Successful respondent (as Contractor) must maintain the insurance types and coverages and comply with the insurance requirements shown in the Owner's Minimum Insurance Policy Limits outlined as part of the Request for Proposals.

1. Within ten (10) days of the initial request, prior to City Council's award of the contract, the successful respondent must furnish original certificates of insurance and corresponding endorsements that meet these insurance requirements.

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Vendor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Harris County, Texas.

TERMINATION FOR CONVENIENCE: The City may terminate the Contract and/or any other Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to the Successful Respondent. The City reserves the right to extend this period if it is in the best interest of the City. In the event the City exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the City's termination for convenience.

TERMINATION FOR CAUSE: The City of Jersey Village reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Jersey Village may have

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in law or equity. The respondent, in submitting this proposal, agrees that City of Jersey Village shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

FORCE MAJEURE: If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

EX PARTE COMMUNICATION: Please note that to ensure the proper and fair evaluation of a response to a solicitation, the City prohibits ex parte communication (e.g. unsolicited) initiated by the Respondent to any Department Head, City Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the City after the deadline for questions will be initiated by the appropriate City Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years.

REMEDIES: The successful Respondent and City of Jersey Village agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

CONFLICT OF INTEREST: No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Jersey Village. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with City of Jersey Village, including affiliations and business and financial relationships such persons may have with City of Jersey Village officers.

By doing business or seeking to do business with City of Jersey Village including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are following them.

COOPERATIVE PURCHASING PROGRAM: During the term of the Contract resulting from this RFP, the City would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the City. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

SECTION 4 EVALUATION OF PROPOSALS

4.1 EVALUATION & SELECTION PROCESS

- A. The contract award will be based on two separate phases: technical (quality) and price. The total possible points a proposal may receive is 100 points:
 1. Experience and Qualifications (30 points)

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2. Proposed Services (30 points)
3. Completion Time Schedule and other Project Commitments (10 points)
4. Price or cost (30 points)

B. Price for consulting services.

The City prefers a flat rate fee for brokerage services and separate rates or costs for various consulting services, but you are welcome to submit your fees or rate in a form as you determine.

4.2 OTHER CONSIDERATIONS

The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a Proposer may have with its other clients.

4.3 OPENED PROPOSAL

A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

4.4 ADDITIONAL INFORMATION

At your option, provide in your qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

4.5 LIMITATIONS

- **Right to Accept or Reject.** The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the City believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.
- **Solicitation to Remain Subject to Acceptance.** All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without acting.
- **City Council Approval Required.** The City of Jersey Village City Council may approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.
- **Respondent's Obligation Regarding Evaluation:**
 - Submission of Information. Submitters are cautioned that it is each respondent's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the Proposal. Failure of a respondent to submit such information may cause an adverse impact on the evaluation of the specific Proposal.

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- Submitter Review of RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the respondents' risk and will not be a determinative factor when awarding the contract for services.
- **Oral Non-Binding**. Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.
- **Lobbying Prohibited**. Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

SECTION 5 AWARD OF CONTRACT

5.1 SUCCESSFUL PROPOSER'S DOCUMENTS: The successful Proposer will provide its proposal and any negotiated amendments to the proposal to the Office of the City Secretary through Bid Net at www.bidnetdirect.com/cityofjerseyvillage.

5.2 CONTRACT AWARD: The selection of a Proposer and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Proposer (after proposals are opened) if such is deemed in the best interest of the City.

5.3 CITY COUNCIL APPROVAL: The City Council will consider the final contract for approval.

5.4 FINAL CONTRACT:

- A. The selected Proposer will assume responsibility for all services offered in its proposal, whether such services are provided by a subcontractor or joint venture arrangement. The successful Proposer will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Proposer will be required to enter into a written contract with the City. The City's legal terms and conditions for this contract are included herein.
- C. This RFP and the successful Proposer's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful Proposer.
- D. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If exceptions are taken to the City's Agreement, this will be clearly indicated, and a full explanation given for each exception. It is required that the proposal enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording in the proposal. In view of the

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length of time involved in obtaining the approval of legal counsel, Proposers are cautioned not to state that the Proposer's proposal is subject to the Proposer's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which no further consideration or evaluation will be made.

- E. **PRICING:** Respondents are instructed to propose the price on the service(s) specified. In case of errors in extension, unit prices shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the proposal. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the contract unless approved by both parties. Additional charges not shown on the proposal will not be honored. All prices must be in ink.
- F. **FIRM PRICING:** Pricing and discounts submitted are firm for the initial two-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph, "PRICE ADJUSTMENTS".
- G. **PRICE ADJUSTMENTS:** Prices must be firm for the initial of one-year term from date of contract award. Thereafter, any request for price adjustment must be based on the Houston-The Woodlands-Sugar Land Statistical Area (HWS) Consumer Price Index (CPI), as determined by US Bureau of Labor Statistics. The price will be increased or decreased based upon the April index, published mid-May for the HWS CPI or the most recent index published, if April index not yet published. The maximum escalation will not exceed +/- 2.5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as a percentage of each cost associated with the unit prices quoted for consideration.

Upon receipt of such request, the City of Jersey Village reserves the right to either: accept the escalation as competitive with the general market price at the time and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Jersey Village written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase costs must be honored on orders dated up to the official date of the City of Jersey Village approval and/or cancellation.

- H. **PRICE DECREASES / DISCOUNT INCREASES:** Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Jersey Village must be notified in writing for the purposes of updating the contract.
- I. **SALES TAX:** City of Jersey Village is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. As such, tax should not be included in proposal.
- J. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposals and Specifications will be made by addenda. Sole issuing authority of addenda shall also be vested in the City of Jersey Village City Secretary's Office. Addenda will be posted for all who are known to have received a copy of this Request for Proposals. Respondents shall acknowledge receipt of all addenda on the Respondents Certification / Addenda Acknowledgment form found in this document.
- K. **PROPOSAL ALTERATION:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and date must be initialed by the signer of the proposal, to guarantee authenticity.

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- L. PROPOSAL WITHDRAWAL: Any proposal may be withdrawn prior to the scheduled time for opening. Notice to withdraw the proposal must be in writing and submitted to the City prior to the scheduled time for opening. proposal withdrawal notice received after the deadline for receiving proposals shall not be considered.
- M. PROPOSAL REJECTION: City Council may choose to reject all proposals and not award any contract.
- N. PROPOSAL AWARD: The City shall award the contract to the respondent providing the best value to the City meeting or exceeding the terms, conditions and specifications of the RFP. The City has the right to award contracts upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to one hundred and eighty (180) days following the date specified for the opening of proposals.

**ATTACHMENT A
Required Information**

<u>RFP Respondent Information</u>	
1	Person who prepared the RFP response
2	Contact title
3	Contact address
4	Contact state
5	Contact zip code
6	Contact phone number and extension
7	Contact email
8	Company Home page address
<u>Consultant Assigned to City Account</u>	
9	Primary Consultant Name (include Resume)
10	Contact title
11	Primary areas of responsibility (as related to interacting w/City)
12	Contact phone number
13	Contact email
14	Secondary Consultant (include resume)
15	Primary areas of responsibility (as related to interacting w/City)
16	Contact title
17	Contact phone number
18	Contact email
<u>Background Information</u>	
19	How long has your organization been in business?
20	How long has the Primary Consultant been with your company?
21	How long has the Secondary Consultant been with your company?
22	Where is your firm headquartered?
23	Where is the local office located that would be working with the City?
24	Do you anticipate any mergers, transfers of company ownership, or departures of key personnel during the contract period of 2024-2026 that would impact your commitment and ability to carry out your contract with the City?
<u>References</u>	
25	List three (3) Active Clients <ol style="list-style-type: none"> a. Organization name b. Size of organization (by number of employees) c. Contact name and title d. Phone number e. Effective date of contract f. Description of services provided
26	List three (3) City clients <ol style="list-style-type: none"> a. Organization name b. Size of organization (by number of employees) c. Contact name and title d. Phone number e. Effective date of contract f. Description of services provided

27	<p>List three (3) Former Clients</p> <ul style="list-style-type: none"> a) Organization name b) Size of organization (by number of employees) c) Contact name and title d) Phone number e) Effective date of contract f) Description of services provided
<u>General</u>	
28	What other compensation sources do you have? Include any third-party reimbursements or affiliate commissions.
29	Describe your billing method (i.e. fee, hourly, by product, or a mix). Provide a sample invoice.
30	Describe your local office experience with public entities, especially self-funded programs.
<u>Experience – Healthcare</u>	
31	Describe what you focus on with clients in review of healthcare plan performance, effectiveness and how you determine what changes to recommend.
32	Where you have worked collaboratively with a carrier to the benefit of a client, what was the change in total cost of healthcare? Provide examples and supportive data.
33	Describe a health benefits project successfully completed by your firm where you achieved a major data breakthrough, implemented new programs or generated substantial savings for a client within the last few years. Provide example if available.
34	Describe your firm's experience in development of a service network to control healthcare costs.
35	Describe current data analytic engines and how data is used in working with claims and costs.
36	Describe what your firm has done with a client in recent years to address rising pharmacy costs and what changes you recommended. Provide example if available.
37	Describe the consultant's thoughts on what the city could do to positively impact our disease management programs.
38	<p>In light of the City's Wellness program, describe your initial thoughts on:</p> <ol style="list-style-type: none"> 1. what our next steps should be 2. what additional items might we consider implementing for minimal cost that have proven effectiveness in outcomes 3. how you could help our staff with wellness strategies
39	Describe your firm's experience and time frame for performing an IBNR Actuarial analysis, including the credentials of the actuary. Provide a timeline for completing the study.
40	<p>Describe the reporting support you can provide relative to:</p> <ol style="list-style-type: none"> 1. Financial – pricing, stop-loss and ACA effects on projections 2. Utilization 3. Connecting Risk and Claims <p>Provide sample reports.</p>
41	How do you help an employer set its strategic direction? Provide example of innovative and sound approaches to healthcare cost challenges.
42	Describe how you will assist the City with annual benefit renewal analysis and negotiations. Provide samples of typical reports you would provide with renewal analysis.
43	Describe your firm's experience in performing post-employment exposure (i.e. OPEB, GASB 45) actuarial analyses. Provide examples of how your analysis includes suggestions for lowering this liability?
<u>Experience – Regulatory Compliance</u>	

44	<p>Affordable Care Act Compliance:</p> <ol style="list-style-type: none"> 1. Describe your experience in assisting clients with Affordable Care Act Compliance. 2. Describe any ACA reporting assistance you provide. <p>Provide examples if available.</p>
45	<p>Other Regulatory Compliance:</p> <ol style="list-style-type: none"> 1. Describe areas of other regulatory compliance that you have assisted clients with. <p>Provide examples if available.</p>
<u>Experience – Employee Health Clinic and Other</u>	
46	Describe your experience and resources to assist the city in analyzing the cost benefit and implementation of an employee site health clinic (i.e. on-site, near-site, other service, etc.).
47	Describe items you would consider and the factors that might offer the greatest impact with a health clinic from both a cost benefit, wellness and employee perspective.
48	Describe any direct contracting of healthcare services that you have done or assisted with, and what the benefit and outcome were. Provide examples as available.
<u>Experience – Communication</u>	
49	Describe your participation in healthcare plan review meetings, including expectations and deliverables, and frequency of attended meetings (i.e. monthly, quarterly, etc.).
50	Describe the information provided in regular update reports provided the City. Provide example if available.
51	Describe the availability and response time for City requests (i.e. emails, phone calls, sudden unexpected meetings, etc.) that can happen at any time to address City management needs.
52	Describe the strategy that your firm will use to provide the services for communications of Employee Healthcare Benefits. Include creative ideas to promote Healthcare Benefits or resources available to you to partner with the city’s marketing team in creation of communications to employees.
53	Describe your experience in advising clients on major communication projects, such as an open enrollment.
54	Describe or list sample work products or presentations given at professional conferences, in articles, other publications, and participation in regional initiatives.
<u>Experience – Other Services</u>	
55	Describe other healthcare consulting services that you feel would be of value to the City. Provide examples as applicable.
56	Describe any item not addressed above that you believe the City could benefit from your experience in providing assistance.

**ATTACHMENT B
VENDOR CERTIFICATIONS**

Company name: _____

To demonstrate qualifications to perform the scope of services, answer all questions listed below. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets, if applicable.

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov?>
- Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension, or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No
- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution.
- B. "Fraudulent practice" means an intentional misrepresentation of facts made
1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
 2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
 3. to deprive Owner of the benefits of free and open competition.
- C. "Collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and
- D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

- A. Non-Collusion Certification: Do you certify that all the following are true and correct concerning your company's cost Proposal? Yes No
1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
 2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;
 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other

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respondent; and

- 4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: **Yes** **No**

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

- 1. "Boycott Israel" 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; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. **Yes** **No**

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

I certify that I have read all the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES

The City of Jersey Village Ethics Code requires individuals or entities who seek a contract with the City of Jersey Village which is awarded on a basis other than competitive bidding, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

A. Project Description: _____

B. RFP or RFQ, Number and Date of Issuance: _____

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract

(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: _____

Address: _____ City: _____ Zip: _____

Email: _____ Telephone: _____

Name: _____

Address: _____ City: _____ Zip: _____

Email: _____ Telephone: _____

Name: _____

Address: _____ City: _____ Zip: _____

Email: _____ Telephone: _____

B. Entity Parties to the Discretionary Contract

(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Name: _____

Officer, Agent or other Contact: _____

Address: _____ City: _____ Zip: _____

Email: _____ Telephone: _____

[Type here]

Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____

- C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____
 Lobbyist Attorney Consultant

Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____
Name: _____
 Lobbyist Attorney Consultant

Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____
Name: _____
 Lobbyist Attorney Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

_____ Date: _____
Individual, Officer, Employee or Agent

Printed Name: _____

Position: _____