



City of Kingsville  
City Hall  
400 W. King Ave  
Kingsville, Texas 78363  
Phone: (361) 595-8040

Sealed proposals will be received from Proposers by the City of Kingsville at City Hall:

**Medical and Pharmacy Stop Loss Insurance RFP # 20-13**

The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following insurance services or insurance coverages. Sealed responses consisting of one (1) original signed proposal, four (4) copies and two (2) electronic copies must be received no later than:

**Friday, July 31<sup>st</sup>, 2020 at 2:00 PM CST**

Proposals shall be delivered to the following:

**City of Kingsville  
ATTN: Diana Gonzales – Human Resource Department  
400 W. King Ave  
Kingsville, TX 78363**

Bid/Proposals need to be signed original proposals and delivered in a sealed envelope, plainly marked with vendor's name, bid/proposal number, proposal title, closing date and time.

Responses may be submitted by U. S. Mail, common carrier, or other courier or delivery service, or by hand delivery. The City of Kingsville (hereinafter called "City") will not be responsible for bids or related correspondence that are mis-sent, mis-delivered, or misplaced. The date/time record of the Purchasing Department will be the official time of receipt. Late proposal will be returned unopened.

Proposals submitted must be valid for one hundred twenty (120) days to allow evaluation and decision by The City's Commission and implementation.

## **SECTION I. BACKGROUND INFORMATION**

### **Organization:**

#### **Community**

Kingsville, Texas, a history rich community, is a City with a thriving and bright future. With a population of 26,213, the City is geographically located on U.S. Highway 77 (Interstate 69) approximately 45 miles southwest of Corpus Christi. Kingsville covers approximately 13.83 square miles and is the county seat of Kleberg County. The community is diverse and serves as a home to King Ranch, Naval Air Station-Kingsville, Border Patrol, Christus Spohn – Kleberg Hospital, Texas A & M University-Kingsville and Coastal Bend College – Kingsville.

Kingsville offers a culturally rich and vibrant community. The median household income is \$38,904 and the median family income is \$45,794. Housing in Kingsville is currently growing in both single family and multi-family sectors. The median value of an owner occupied unit is approximately \$74,000.

The city serves home to Kingsville ISD, Santa Gertrudis ISD (elementary – High School) and Presbyterian Pan American – Kingsville (Grades 9 – 12) campuses as well as higher education facilities of Texas A&M - Kingsville and Coastal Bend College – Kingsville.

#### **Governance & Organization**

Kingsville was incorporated in 1911 and is a home rule charter city. The City Commission consists of a Mayor and four Commission members elected at large for two year terms. The City Commission is responsible for passing ordinances, adopting the budget, appointing committees and appointing the City Manager, City Attorney, and Municipal Court Judge. The City Manager is the Chief Administrator and Executive Officer whose responsibility is carrying out policies and ordinances for the City Commission, overseeing day-to-day operations, presenting an annual budget and hiring all other City employees. Kingsville is a full service municipality providing a full range of services including Fire, Police, Water, Wastewater, Sanitation, and Landfill.

## **Current and Requested Coverages:**

All proposers shall provide proposals using the current medical administration, pharmacy administration, plan design, employer contribution and network. Furthermore, all proposals should mirror the current level of stop loss protection. Proposers are allowed to provide alternative options, but will clearly identified any alterations or deviations. Please refer to the **Stop Loss Rate Sheet** under **Section IV** for alternative coverage and contract options.

## **Current Group Medical Insurance:**

- **Plan Year:** October 1<sup>st</sup> – September 30<sup>th</sup>
- **Medical Administrator:** Entrust
- **Network:** Christus Spohn PPO
- **Out-of-Network:** Reference based priced
- **Pharmacy Benefit Administrator:** Southernscripts
- **Stop Loss Carrier:** Companion Life Insurance Company
  - **Stop Loss Coverage:** Medical and Pharmacy
  - **Stop Loss Policies:** Specific and Aggregate Coverage
  - **Covered Members:** Active Employees, Employee Dependents and COBRA Members
  - **Specific and Aggregate Stop Loss Contract:** 12/15
  - **Stop Loss Specific Deductible:** \$100,000
- **Current Plan Design:** See full SPD for details
- **Employer Contribution:**
  - **Employee Only:** \$ 564.12 Per Employee Per Month
  - **Employee Child(ren):** \$ 909.24 Per Employee Per Month
  - **Employee Spouse:** \$ 1,012.26 Per Employee Per Month
  - **Employee Family:** \$ 1,395.00 Per Employee Per Month

## **SECTION II. EVALUTION CRITERIA**

Evaluation will be conducted by Carlisle Insurance and select City Staff. Contract will be award following the below criteria.

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods, services or plan;
- (3) the quality of the vendor's goods or services meet the City's needs;
- (4) the extent to which the goods or services meet the City's needs;
- (5) the vendor's past relationship with the City;
- (6) the impact on the ability of the City to comply with laws and rules relating to historically underutilized  
business;
- (7) the total long-term cost to the City to acquire the vendor's goods or services;
- (8) financial strength; and,
- (9) any other relevant factor specifically listed in the request for bids or proposals.

### III. GENERAL TERMS AND CONDITIONS

1. **Acceptance of Bid/Proposal Content** - The “General Terms & Conditions”; “Questionnaires” and “Rate Sheets” identified elsewhere in this RFP are an integral part of this RFP and will become a part of any subsequent contract(s) executed by this RFP and govern the relationship between the City and Vendor and are hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Bidder/Proposer’s responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions may result in disqualification.
3. **Questions** - Bidder/Offeror/Proposer/Vendor with questions/concerns about the solicitation, the evaluation, and/or resulting contract should be directed to the Consultant – Carlisle Insurance.

#### **City of Kingsville**

Diana Gonzales

[dgonzales@cityofkingsville.com](mailto:dgonzales@cityofkingsville.com)

(361) 595-8017

#### **Carlisle Insurance**

Sarah Parkey

[sarahp@carlisleins.com](mailto:sarahp@carlisleins.com)

(361) 884-2775

4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted and will be returned unopened.
5. **Signature Block** - Bids/proposals received without proper signature will **not** be accepted.
6. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
7. **Instructions to Bidder/Proposer** - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation will result in disqualification of the bid/proposal.
8. **Acknowledgement of Amendments** - Changes to the bid/proposal, prior to award, may be made in the form of a numbered addendum. Each addendum must be returned with the signed

“Sealed Bid/Proposal” form at the time and date of bid/proposal opening or prior to that time. If any numbered addendum **is not returned**, the bid/proposal **could be** disqualified.

9. **Tax Exemption** – The City is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session, 1961 – **DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.**
10. **Bid Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at any time prior to the bid/proposal opening date and time. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.
11. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances:
  - a. City may cancel or terminate the award or agreement for convenience, with or without preference upon 60 day written notice.
  - b. Work under the agreement may be terminated in whole or in part by the City upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of City rights to cancel undelivered goods or services under the agreement.
  - c. City may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
  - d. The City’s rights of termination or cancellation are in addition to other remedies City may have in law or equity.
12. **Indemnification** - Vendor agrees to indemnify, defend, and hold the City harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the City shall have the right to have such litigation monitored by its own counsel at the City expense.
13. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide.
14. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and the City policy.
15. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the City with mutual agreement between the parties.

16. **Ethics in Public Contracting** – Employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks. Bidder/Offeror/Proposer/Vender or agents will have no direct contact with City Commissioner Members or employees.
17. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for City Council approval.
18. **Instructions to Bidder/Proposer** – The City reserves the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
19. **Expenses Incurred in Bid/Proposal Preparation** – The City will not be liable in any way for any costs incurred by any Proposer in the preparation of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.
20. **Acceptance by City Council** – No award of Contract shall be valid, and no contract is created or binding, until the bid/proposal has been accepted by the City Council.
21. **City of Port Kingsville, Procedures, and Public Information Office** – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act.
22. **Subcontractors** - Offeror's shall include a list of all subcontractors in their proposal. Proposal shall also include a statement of the Subcontractor's qualifications. The City reserves the right to reject the successful Offeror's selection of any or all Subcontractors.

**SECTION VI. STOP LOSS RATE SHEET**

**Claims Administrator:** Entrust  
**Pharmacy Benefit Manager:** Southern Scripts  
**Network:** Christus Spohn PPO (narrow network)  
**Stop Loss Carrier:** Companion Life Insurance Company

**Current Enrollment:**

Employee Only	Employee Child	Employee Spouse	Family

Please provide proposals with the following specific deductibles and contract terms:

- a) \$100,000 – 12/15 – Medical & Pharmacy
- b) \$85,000 – 12/15 – Medical & Pharmacy
- c) \$75,000 – 12/15 – Medical & Pharmacy
- d) \$100,000 – 12/15 – Medical & Pharmacy

	(a)	(b)	(c)	(d)
<b>Spec. Level &amp; Contract</b>	\$100,000 – 12/15	\$75,000 – 12/15	\$85,000 – 12/15	\$100,000 – 12/15
<b>Stop Loss Carrier</b>				
<b>Specific Premium</b>	-	-	-	-
<b>Composite</b>	\$	\$	\$	\$
<b>Aggregate Contract</b>	12/12	12/12	12/12	12/15
<b>Aggregate Premium</b>	\$	\$	\$	\$
<b>Monthly Accommodation</b>	\$	\$	\$	\$
<b>Expected Aggregate Factors</b>	-	-	-	-
<b>Composite</b>	\$	\$	\$	\$
<b>Maximum Aggregate Factors</b>	-	-	-	-
<b>Composite</b>	\$	\$	\$	\$
<b>Annual Minimum Attachment Point</b>	\$	\$	\$	\$
<b>Annual Maximum Attachment Point</b>	\$	\$	\$	\$



Individual Laser (If applicable)	Individual Deductible Amount
Individual Laser (If applicable)	\$
Individual Laser (If applicable)	\$
Individual Laser (If applicable)	\$
Individual Laser (If applicable)	\$
Individual Laser (If applicable)	\$
Individual Laser (If applicable)	\$
Individual Laser (If applicable)	\$
Please add more lines if applicable	\$

I certify that the above illustrations are accurate and acknowledge that the amounts listed

Company Name

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Authorized Representative

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Signature

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Date

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## SECTION V. STOP LOSS QUESTIONNAIRE

1. Describe A.M. Best Rating: \_\_\_\_\_
2. Where will claims be paid?
3. What is the average reimbursement time?
4. Is there any additional administrators and/or carriers that assist with the administration, adjudication and/or reimbursement of claims?
  - a. If so, please list each vender and their role.
5. Is there an annual aggregate reimbursement limit?
6. Is there an annual individual stop loss reimbursement limit?
7. Does your stop loss proposal include any dividends and/or return on premium options for the client?
  - a. If so, please provide a detail description of the requirements and conditions.
8. Does your individual and aggregate stop loss coverage include COBRA participants?
9. Will your stop loss proposal mirror and reimburse (if applicable) any medical claim approved and processed from the administrator or carrier (Plan Mirroring)?
  - a. If not, please provide details.
10. Does your stop loss proposal provider any form of credit, discount or reimbursement for a wellness program?
11. Please describe your process and time of reimbursements should the individual and/or aggregate stop loss point be exceeded.

Company Name:

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Company Authorized Representative Name (Print):

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Title:

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Signature:

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