



City of Kingsville
Address: 400 West King Ave.
Address P.O. Box 1458
Kingsville, Texas 78363
Tel: 361-595-8025

Group Medical Employee Benefits Programs RFP: 22-15

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: **(1) Medical Fully Insured, (2) Administrative Services Including Network Access (3) Stop Loss, (4) Pharmacy Benefit Manager, (5) Employee Assistance Program, (6) Wellness, (7) COBRA Administration, (8) Health Spending Account Administration and (9) Telehealth Services.**

Sealed responses consisting of an original signed proposal and two (2) copies must be received no later than:
Due Date: Tuesday, June 28, 2022, at 2:00 p.m. (CST)

Proposals shall be delivered to the following:

City of Kingsville

Purchasing Department

ATTN: Charlie Sosa, Purchasing Manager

Address: 400 West King Ave.

Kingsville, Texas 78363

Address P.O. Box 1458

Kingsville, Texas 78364

Tel: 361-595-8025

csosa@cityofkingsville.com

Original bid/proposals need to be signed 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 City will be the official time of receipt. Late proposals will be returned unopened.

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

ALTERNATE PROPOSALS WILL BE ACCEPTED PROVIDED THEY ARE WITHIN THE STATEMENT OF WORK OUTLINED IN THIS RFP; HOWEVER, PROPOSERS ARE CAUTIONED TO NOT DEVIATE FROM THE BASIC REQUIREMENTS NOTED IN THE STATEMENT OF WORK. EVALUATION AND/OR ACCEPTANCE OF AN ALTERNATE PROPOSAL WILL BE AT THE SOLE DISCRETION OF THE CITY. ALTERNATIVE PROPOSALS SHALL BE DELIVERED IN A SEPARATE, SEALED ENVELOPE MARKED AS ABOVE AND DESIGNATED ALTERNATIVE.

TABLE OF CONTENTS

SECTION I – RFP DOCUMENTS

1. BACKGROUND INFORMATION
2. CURRENT AND REQUESTED COVERAGES
3. EVALUATION PROCESSES AND TIMELINE
4. GENERAL TERMS AND CONDITIONS
5. PROPOSAL CHECKLIST
6. CONFLICT OF INTEREST QUESTIONNAIRE
7. W-9 FORM

SECTION II- RFP SUPPORTING DOCUMENTS

1. MEDICAL AND PHARMACY CLAIMS
2. CURRENT PLAN DESIGN INFORMATION
3. EMPLOYEE CENSUS

SECTION III – RFP WORKBOOKS

1. INSTRUCTIONS
2. RATE SHEETS
3. QUESTIONNAIRES

SECTION I

BACKGROUND INFORMATION

Goals and Objectives

The City's primary objective is to provide high quality healthcare and related benefits at a competitive price. The City has a responsibility to ensure its employees with adequate network access. In addition, the City is required to manage insurance costs effectively and efficiently. The goal of this RFP process is to enter into agreement(s) with service provider(s) to provide employee benefit services. All coverages and administration will be effective **October 1,2022. Open enrollment is scheduled for late August 2022.**

The City seeks services from companies who have experience in developing and maintaining the type of benefit programs requested, and who have a proven track record for providing quality care and effective services at competitive rates. The City is seeking to establish a long-term business relationship with the successful organizations that can provide pro-active plan management services.

CURRENT AND REQUESTED COVERAGES

The City will consider both all-inclusive and standalone services proposals for all coverages listed below.

(1.) Fully Insured Group Medical

The City is currently Self-Insured

(2.) Third Party Administrative Services

Current TPA – Entrust

(3.) Stop Loss Insurance

Current Stop Loss Carrier – Companion Life (carve out)

(4.) Pharmacy Benefit Management Services

Current PBM – Southern Scripts

(5.) Employee Assistance Program

Current EAP – Interface Behavioral Health

(6.) Wellness Program

The City does not currently have a wellness program in place

(7.) COBRA Administrative Services

Current COBRA Administrator – Entrust

(8.) Health Spending Account Administration

The City does not currently offer a Health Spending Account

(9.) Telehealth Services

Current Telehealth Service – HealthiestYou

**** RFP workbook has instructions and information regarding current coverages.**

- **Medical Plan Design** – The City is interested in maintaining a similar plan design. Please provide a proposal as close as possible to the current medical plan design. In response to this RFP, you may suggest a better alternative, however the City requests the Proposers limit the number of plan design options you propose.
- **Fully Insured Group Medical** – The City is interested in reviewing fully-insured group medical proposals. Please clearly identify all value-added services included with the fully insured program including chronic disease management, wellness and Employee Assistance Programs.
- **Administration** – The City is interested in receiving administration proposals that include both integrated stop loss insurance and pharmacy benefit manager as well as proposals that include carved out stop loss insurance and pharmacy benefit management options. Please carefully follow the instructions on the administration rate sheet. Please include a network report and GeoAccess report to include 2 providers within 10 miles for Kleberg and Nueces County.
- **Pharmacy Plan Design** – The current Pharmacy Benefit Management is with Southern Scripts. The City will review and consider Pharmacy Benefit Management proposals that are both stand alone and/or integrated with the health insurance. Please provide a proposal as close as possible to the current plan design, In response to this RFP, you may suggest a better alternative. However, the City requests the Proposer's limit the number of plan design choices you propose. All pharmacy questionnaires and rate sheets must be completed in detail.
- **Stop Loss** – Contract 12/15, \$100,000 Specific Deductible. The Higher Individual Specific applies to the three lasers outlined in the RFP. Please provide alternate quotes listed on the stop loss rate sheet. Stop Loss carriers are allowed to submit proposals with alternative administration and network arrangements beyond what is currently in place. Please see stop loss rate sheet for additional information, The stop loss proposals must include/abide by the following:
 - Medical and pharmacy coverage
 - Active employee, retiree, and COBRA coverage
 - 12/15 contracts with any run-out limitations clearly identified
 - Any aggregate or specific stop loss reimbursement maximums must be clearly identified
 - Any lasers must be clearly identified
 - Unlimited aggregate reimbursement will receive favorable consideration
- **Wellness** – The City is interested in receiving proposals for a wellness program. The City will review and consider wellness programs that are both stand alone and/or integrated with the health insurance.
- **Employee Assistance Program (EAP)** – The current EAP is with Interface Behavioral Health. The City will review and consider EAP's that are both stand alone and/or integrated with the health insurance.
- **Pre-Disease and/or Disease Management** – Entrust has provided disease management services since October 1, 2021.
- **Chronic Disease Management for Diabetes and Related Medical Supplies** – the current program is with Entrust since October 1, 2021.

- **Telehealth** – Telehealth services are currently provided by HealthiestYou. Employees are allowed to add up to 5 household members at no additional cost, whether or not those household members are enrolled on the group medical plan. The City would like to review similar and alternative telehealth solutions. The City will consider telehealth solutions that are both stand alone and/or integrated with the health insurance.
- **COBRA Administration** – Entrust is the current COBRA Administrator. They also include Med D Calculations, annual reporting to CMS and other mandatory notifications.

EVALUATION PROCESS AND TIMELINE

Supporting Documents and Bid Package

All proposers are encouraged to complete the attached registration form to ensure they will receive all future correspondence. Interested parties will need to contact Valeria Ybarra Consultant via email with a simultaneous copy to Carlisle Insurance to receive the full RFP package that includes medical claims information, rate sheets, questionnaires and required forms. All information will be sent to interested parties via a secure email.

Carlisle Insurance

Valeria Ybarra, Consultant
valeriay@carlisleins.com

Phyllis Herrington, Account Executive
phyllish@carlisleins.com

500 N Water Street, Suite 900
 Corpus Christi, Texas 78401
 Tell: (361) 884-2775
 Fax: (361) 884-3470

City of Kingsville

Diana Gonzales HR Director
dgonzales@cityofkingsville.com

400 West King Avenue
 P.O. Box 1458
 Kingsville, Texas 78363
 Tel: (361) 595-8025

Overview

Each proposal received will be analyzed and evaluated by selected City personnel and also by Carlisle Insurance Agency. Carlisle Insurance Agency has been retained by the City. Carlisle Insurance Agency should not be listed as the commissioned agent of record for any proposals submitted to the City. All proposals should be net commissions of any form of agent/agency compensation. Please see General Terms and Conditions #3 for further detail.

Evaluation Criteria

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

- Experience working with cities
- Experience of staff assigned to the City of Kingsville
- Multi-year rate guarantees and/or rate caps
- Plan design and contract language

- Cost
- Management reporting and services offered
- Completed questionnaires and rate sheets

Best and Final Offer (BAFO)

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

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

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

Timeline for RFP Process

The timeline for the process is as follows:

RFP Posted:	June 6, 2022
Questions Due:	June 17, 2022
RFP's Due:	June 28, 2022
Projected Award:	July 25, 2022

GENERAL TERMS AND CONDITIONS

Organization and Format

A title page for the proposal must show The City's name, title of proposal, RFP number, name of Proposer's firm, address, telephone number, fax number, name of contact person, email and phone number of the contact person, and date. A table of contents with section numbers must be provided to clearly identify the specified services by section as specified below. The body of the proposal must be tabbed as described in this section.

The **original signed proposal and two (2) copies** shall be submitted and organized in the following format using Section numbers:

Section I – Appendix A Forms

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

Section II – Appendix B Forms

- A. RFP Workbook
 - Includes Questionnaires and Rate Sheets

Section III – Carrier Proposal and Supporting Documents

- A. Carrier Full Proposal
- B. Specimen Contracts and Benefit Summaries
- C. Organization Marketing/Communication/Background Information

GENERAL TERMS AND CONDITIONS

1. **Acceptance of Bid/Proposal Content** - The “General Terms & Conditions”; “Representation and Certification” form; “Special Terms & Conditions”; and Questionnaires/Certifications 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 Valeria Ybarra consultant with a simultaneous copy to Carlisle Insurance before June 17, 2022, at 5:00 p.m. Questions should be addressed to the following:

Carlisle Insurance

Valeria Ybarra, Consultant
valeriay@carlisleins.com

Phyllis Herrington, Account Executive
phyllish@carlisleins.com

500 N. Water Street, Suite 900
Corpus Christi, Texas 78401
Tell: (361) 884-2775
Fax: (361) 884-3470

City of Kingsville

Diana Gonzales HR Director
dgonzales@cityofkingsville.com

Address: 400 West King Ave.
Address P.O. Box 1458
Kingsville, Texas 78363
Tel: 361-595-8025

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 Commission 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 Commission 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 Commission.
21. **City of Alice Policies, 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.

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ (Conflict of Interest Questionnaire), 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 City Secretary of the City of Kingsville not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Kingsville requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid. However, upon award, if a conflict arises then a Questionnaire Form must be completed and timely submitted to the City Attorney.

See Section 176.006, Local Government Code which reads "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."

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to 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.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only

if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government

Officer named in this section AND the taxable income is not from the local governmental entity?

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves

As an officer or director, or holds an ownership of 10 percent or more?

No

D. Describe each affiliation or business relationship.

Large empty rectangular box for content.

6

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City after award by the City Commission and prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

This form must be notarized according to state law, and submitted with your bid response.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY