

CITY OF NEW BRAUNFELS



April 20, 2023

The City of New Braunfels would like to thank you for providing a bid offer in response to our Employee Health Benefits package. We understand these submissions require a significant amount of time and dedication from your team.

As an organization, our team members are our greatest asset. Therefore, our Employee Health Benefits package is extremely important to ensure our employees are well-served. It's imperative to our team that we are good stewards with our time and resources which is why we are looking at our entire program with a fresh perspective. Our team values your bid responses, as well as a few options in each area where you see an opportunity as we know the market is everchanging.

The City of New Braunfels has made the decision to re-solicit for our Employee Health Benefits package beginning on April 20, 2023, due to scope clarifications and technical issues.

Important Documents can be found at the following sites;

- City website: <https://www.nbtexas.org/2694/Solicitations>
- BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>

As a courtesy, the updated solicitation and necessary support are being provided with guidance from our consultants at Catto & Catto, a division of HUB International.

Questions are due by April 28, 2023. Q&A responses will be posted on May 1st via addendum.

- Questions will be presented to Melissa Bain at Catto and Catto, Inc via email: mbain@catto.com and please cc: Barbara Coleman at bcoleman@newbraunfels.gov

Proposal Responses shall be submitted by May 8, 2023. Submittal instructions are in the solicitation.

Best and Final will take place May 18-25th. Final Selections will be made, and the contracts will be awarded once approved by City Council between June and July 2023.

***If you are not going to bid, would you kindly send us a "Declination to Bid" email or notice for our files. Any feedback as to why is greatly appreciated as well.**

We truly appreciate your hard work and look forward to your responses to this RFP solicitation.

The City of New Braunfels team

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

Employee Health Insurance Benefit Products Solicitation # RFP 23-027

Date Issued: April 20, 2023

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
3:00 P.M. CST May 8, 2023

New Braunfels Purchasing Department: Barbara Coleman, Purchasing Manager
Phone: 830-221-4081
Email: bcoleman@newbraunfels.gov

Consulting Firm: Catto & Catto Inc., a division of HUB International

- Account Executives: Kristen Harder & Catherine Bishop
- Marketing Analyst: Melissa Bain Email: mbain@catto.com



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa St
New Braunfels, Texas 78130

Solicitation Number: 23-027

Employee Health Insurance Benefit
Products

☒ Invitation for Bid (IFB)
☒ Request for Proposal (RFP)

Date Issued: April 20, 2023

SOLICITATION

All proposals must be received no later than **3:00 P.M. (Central Time) on May 8, 2023** via electronic submission in BidNet or manually to: City of New Braunfels, City Secretary's Office, ATTN: Purchasing, 550 Landa Street, New Braunfels, TX 78130.

Manual Proposals shall be sealed and contain one (1) signed original hardcopy and one (1) in electronic format (USB). **Electronic Bid submissions do not require original hardcopy and USB to be submitted.**

Questions concerning RFP must be received, by email only, prior to **5:00P.M. CT on April 28, 2023.**

There will not be a public opening. Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

(NO collect calls, Telegraphic, Email, or Fax offers accepted)

Melissa Bain, Catto & Catto Inc.
at: Email: mbain@catto.com

with cc to: Barbara Coleman, Purchasing
Manager at:
Email: Bcoleman@newbraunfels.gov
Phone: (830) 221-4081

5% Proposal Bond Required:
100% Payment Bond Required:
100% Performance Bond Required:

☐ YES
☒ YES
☐ YES

☒ NO
☒ NO
☒ NO

(If YES, See information in Section 5)
(If YES, See information in Section 5)
(If YES, See information in Section 5)

OFFER

Proposer will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

Name
and
Address
of Proposer:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address:

Phone Number:

Signature:

Date:

Name, Address, Email and Telephone Number
of Person authorized to conduct negotiations
on behalf of Proposer.

(Applies to Request for Proposal only)

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• Carrier Allowance Form	
• Carrier Submission Form	
• Stop Loss Cost Proposal Form	
• HRx RFP Excel Pricing Tables Template	
• Various Benefit Summaries	

**SECTION 3
INSTRUCTIONS FOR RESPONSE**

3.1 AVAILABLE DOCUMENTS

Proposals are due May 8, 2023 at 3:00 P.M. (Central Time). Solicitation documents may be obtained from:

- the BidNet Direct website, <http://www.bidnetdirect.com/texas>
- the City of New Braunfels' website, <https://www.nbtexas.org/2694/Solicitations>
- Consulting Firm Catto & Catto, Marketing Analyst: Melissa Bain Email: mbain@catto.com

3.2 SUBMISSION OF PROPOSALS

- (a) Electronic Bidding. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. For this Request for Proposal, electronic bid submission is another option available to Proposers. The link to BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>.

You must register on their site prior to your electronic submission. If you have any problems completing your vendor registration or submitting your electronic bid, please contact BidNet at (800) 835-4603, Option 2, to speak with live customer support.

- (b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside with Proposer's name and address. Failure to submit Proposal in this manner may subject Proposer to disqualification. **Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:**

**City of New Braunfels
City Secretary's Office/Front Lobby
ATTN: Purchasing
550 Landa Street
New Braunfels, TX 78130**

The outside of the Proposal envelope or package **must state**:

**"RFP 23-027 Employee Health Insurance Benefit Products"
Proposal Due Date: May 8, 2023, 3:00 PM CT"**

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.

- (c) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.

3.3 TERMS AND CONDITIONS

Terms and Conditions that apply to this solicitation can be found at <https://www.newbraunfels.gov/DocumentCenter/View/30781/MSA-Template-1923>

3.4 OBLIGATION

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and

Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

3.5 PROPOSED PROJECT SCHEDULE:

April 20, 2023	RFP Release
April 28, 2023 – close of the day	Deadline for Questions
May 1, 2023	Release of Addendum - Projected
May 8, 2023 At 3:00 pm (CST)	Responses Due
May 9- July 1, 2023	Evaluation Review, includes clarification, negotiation and BAFO
July 2023	Recommendations to City Council for Approval
August 2023	Open Enrollment
October 1, 2023	Benefit Effective Date

3.6 PROPOSAL CONTENT

Proposers shall limit proposals to 30 pages exclusive of tabs and forms. The City reserves the right to request additional information from Proposers, if necessary. Each proposal, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Proposer must complete and sign form located on Page 2.
- **TAB 2: Documents:**
 - a. **ATTACHMENTS A, B, & C**
 - b. **Signed Addenda, if applicable**
- **TAB 3: Qualifications, Experience, & Contract Management**
 - Include information on administrative flexibility and reporting, related experience with similar contracts, network capabilities, plan design, and claims administration, and performance standards/guarantees.
 - Ability to integrate with Navigator for carrier connections.
 - Include 3 references.
 - Include information on your customer service contacts, org charts, dedicated representatives.
 - If applicable, include a case study detailing a time when your company took over benefits administration and/or plan design/redesign and how the experience benefited the customer.
- **TAB 4: Proposed Cost of Services**
 - Please break out information such as discounts (such as bundling, volume, etc.) and incentives (such as wellness, communications, etc.)
 - Include information on commissions to be paid to benefits consultant.
 - Return pricing on spreadsheet requested.
- **TAB 5: Additional Supporting Documentation/Benefits Not Outlined in Spreadsheet**
 - City of New Braunfels Carrier Questionnaire
 - Any additional documentation/benefits/packages that may be desirable.

- **TAB 6: Deviations from Request for Proposal:**

Reference Attachment C – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

*Note: *If parts of this RFP do not pertain to the products that your company offers, please simply provide a proposal for the lines of coverage that are applicable to your company offerings.*

3.7 Contact for Questions

All questions concerning this solicitation shall be in writing to:

- **Melissa Bain of Catto & Catto Inc., a division of HUB International, via email:**
mbain@catto.com.
- **Please cc: Barbara Coleman at bcoleman@newbraunfels.gov.**

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

3.8 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City's website.

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Proposers shall be responsible for monitoring the City's website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3.9 COMPETITIVE PROPOSALS

We sincerely appreciate the hard work you have put into considering a proposal for The City of New Braunfels. 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.

For STOP-LOSS Proposals only- we know and understand that proposers would like more claims data (such as claims through June 2023) in order to submit a final and firm bid. Please issue your best illustrative bid by the bid deadline, and then at a later date, you will be given the

opportunity to obtain more claims data and the ability to finalize your illustrative bids. It is our intent to finalize the cost during negotiations and BAFO process in order to make a timely award.

3.10 PROPOSAL MODIFICATIONS/WITHDRAWALS

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 mail or email) to the Purchasing Representative at the address shown herein. 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.

3.11 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 4 SCOPE OF WORK

INTRODUCTION:

The City of New Braunfels seeks proposals from qualified companies to provide **Employee Health Insurance Benefit Products**. The City is looking for a comprehensive package to include: Medical (Self-Insured), Pharmacy, Dental, Vision, Life & AD&D, Disability, EAP programs, and other supplemental employee benefit plans. The City is also considering adding new benefits this year, and enhancing its current package as we want to take good care of our valued staff.

The City of New Braunfels is fully committed to implementing the chosen plans effective October 1, 2023. It is our intent to evaluate any combination of plan designs, networks, and services as well as value added services, and is looking to partner with insurance companies who can help us to achieve competitive, long-term and stable financial success whilst offering a very robust benefits package.

The term of this contract will be for a period of three (3) years with two (2) one-year (1) options to renew. Multi-year rate guarantees are welcome.

The open enrollment period will be hosted August/ September 2023 and will offer a positive enrollment as well as educational meetings offered to all of our full-time eligible employees. All health services incurred on or after October 1, 2023, for currently enrolled participants, are to be eligible expenses.

The awarded company or companies must agree to deliver top-quality, hands-on customer service to the City and its employees and follow all applicable regulations and industry standards. Any problems related to servicing the contract, the employees, or the City with regard to billing procedures must be addressed and rectified immediately.

SCOPE OF WORK A – MEDICAL/ PHARMACY/ANCILLARY BENEFITS

BACKGROUND:

The City provides coverage for full time active employees, and to retirees who are eligible for retirement through the Texas Municipal Retirement System ("TMRS") as provided in the Texas Local Government Code Chapter 175, as well as Consolidated Omnibus Budget Reconciliation Act ("COBRA") participants. The City of New Braunfels' medical and pharmacy benefits have been self-insured since October 1, 2003. We employ approximately 670 full-time eligible employees in total and we have about 570 enrolled, and another 28 retirees who participate in the City's self-funded medical plan. Retirees are eligible for medical, dental and vision. Retirees may also enroll spouses and dependents. Currently, the City offers active employees, retirees under the age of 65, and COBRA participants three plan designs, which consist of two Preferred Provider Organization ("PPO") plans and one High Deductible Health Plan – Health Savings Account ("HDHP-HSA") plan. Retirees over the age of 65 are offered a Medicare Advantage Plan.

The City of New Braunfels requests Respondents to quote both Administrative Services Only (ASO) and Fully Insured Medical. The City is most interested in developing a funding methodology and structure that will have long-term financial stability. Proposals should align with these financial goals, and it is encouraged that Proposals include creative options that take advantage of Respondent's strengths and are most financially advantageous.

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A current census, summary plan description, claims information and pricing for each plan can be requested from Melissa Bain at mbain@catto.com with cc to: Barbara Coleman at bcoleman@newbraunfels.gov. Please note that we are giving you the information that is available. Some claims information is limited.

The City is open to changing these offerings if beneficial as we realize the market is ever-changing. Please provide quotes for the following current benefit offerings:

Line of Coverage	Current Carrier	Contributions	Current Commissions
Medical	UHC	Contributory	Net
RX	OptumRX	Contributory	Net
Stop-Loss	UHC	Contributory	2.5%
Dental	Cigna	Contributory	Net
Vision	The Standard	Voluntary	2%
Basic Life and AD&D	The Standard	Non-contributory	17%
Voluntary Life and AD&D	The Standard	Voluntary	17%
Voluntary STD	One America	Voluntary	20%
Voluntary LTD	One America	Voluntary	20%
Accident, Critical Illness w/Cancer, and Hospital Indemnity	Voya	Voluntary	Flat 20%
Universal Life	Trustmark	Voluntary	Net
Legal & ID Theft	Legal Shield	Voluntary	20%
EAP/ Mental Health	The Standard, UHC Optum	Contributory	Net
Wellness	UHC		
Pet Insurance	New Line of coverage-interested	Voluntary	Please quote flat 15%
COBRA	UHC		Net
FSA & dcFSA	UHC		Net
POP	UHC		Net
HSA	Optum Bank		Net
Cancer screening benefits	New Line of coverage-potentially interested	Voluntary	Please quote flat 15%

The following statements request information that the Evaluation Committee will utilize to evaluate the proposal for the administration of medical, pharmacy and dental. Failure to respond on the provided spreadsheets may result in a proposal being deemed non-responsive and therefore not considered in the selection process.

Carrier Information: It is expected that those submitting RFPs will provide full disclosure on the insurance carriers who will be used for each coverage requested. Failure to provide this information may result in disqualification or rejection of the RFP.

Premium Costs: All premium costs related to the RFP must be clearly defined, and all deviations from the specifications must be clearly identified and explained.

Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Alternative proposals will also be considered, provided the alternatives are clearly explained. Exceptions to or deviations from the specifications must be explicitly identified.

Company Overview: Proposers shall provide the following information with their submission, including a brief company overview:

- AM Best Rating (Proposer shall have an AM Best rating of A- or better)
- Firm name, address, phone number, and date established.
- Address and location of the local responsible office
- Name of office principals, their experience, and professional qualifications
- Describe your firm's experience in providing such services including the number of years your firm has actively participated.
- Number of company employees – internationally, nationally and locally
- Describe your firm's annual employee attrition rate for the past three (3) years.
- Supply a list of employees who will be devoted to servicing the City's account. Individual bios of the lead members of your service team should be supplied.
- Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds.
- Describe your firm's business continuity plan.
- List all audits involving your firm (or any firm previously affiliated with your firm) performed by an independent accounting agency in the past five (5) years.

All Renewals are anticipated to be received before or during the Best and Final process.

***Stop-Loss may not be finalized until June claims are available and so if you are bidding stop-loss, you will get an opportunity to update your bid once June claims become available. Stop-Loss may be awarded separately due to timing.**

Technology: We currently use Employee Navigator for online enrollment.

Transition Plan

Please provide your proposed transition plan to a new provider. Please include proposed timeline schedule, from date of City award to complete delivery and implementation of all system components, to include but not limited to all hardware, software, and City staff training.

Reporting Processes

Provide a detailed plan which describes your general reporting capabilities, frequency, level of detail, online employer tools, EOI tracking, and claim status.

Billing Processes

Provide information for the following:

- Describe process to bill, collect and audit in compliance with all federal, state, and local regulations; including internal controls and "checks and balances" process that has been implemented to ensure proper billing compliance on an ongoing basis with all applicable regulations.
 - The City prefers a self-bill model and a Net 60 days to pay
- Process for gathering missing transport information (client or insurance)

Payroll Deductions for benefits:

- The City pays bi-weekly, however only 24 pay periods include payroll deductions for benefits.

Quoting Specifications:

Medical & RX

The City's medical and pharmacy services are currently provided through a self-funded plan with UnitedHealthcare ("UHC") and the Rx PBM is Optum. The City's plan year is October 1 through September 30.

- Retirees are an eligible class (including spouse and dependents). Currently there are 28 enrolled.
- Quote \$150,000 and \$175,000 Individual Stop Loss("ISL") Deductible levels.
- Quote Aggregate Stop Loss ("ASL") Deductible for \$2 million.
- Quote triple option similar to current plan options.
 - Must include HSA eligible HDHP options.
 - We'd like options that allow for the City to offer that plan at no cost to employees
 - Will consider one plan with narrower network than current, if member disruption is minimal – disruption analysis must be included.
 - \$0 for all telemedicine visits, to include mental health, if possible.
 - Biometric screenings to be included/embedded in medical plan offering/cost.
- Technology credits (so as to not raise prices to employees)
- Integration with Employee Navigator is desired.
- Performance guarantees with fee-at-risk.
- Disruption reports required for top providers/facilities and Rx.
- Geo access reports based on city must be included. Parameters are: 2 PCPs in a 10-mile radius and 1 facility in a 15-mile radius.
 - If additional information is needed to run GEO and Disruption Reports, please contact Melissa Bain at mbain@catto.com and cc: Barbara Coleman at bcoleman@newbraunfels.gov

RX/PBM

- HonestRX is utilized to ensure adherence to the PBM contract, reporting on any contractual issues and misreported claims.
- PBM proposals shall include options for true prescription rebates, administrative credits, and/or a hybrid model.
- Open to international RX programs
- Transparently outline costs associated.
- Performance guarantees with fee-at-risk.
- Include strategic initiatives to reduce wasteful spend.
- Disruption report and completion of the HRx RFP Excel Pricing Table required.
- If additional information is needed to run Disruption Report, please contact Melissa Bain at mbain@catto.com and cc: Barbara Coleman at bcoleman@newbraunfels.gov

Wellness/EAP/Mental Health

- Our solve: The need for wellbeing solutions across the spectrum.
- Our process:
 - Discovery

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- Right Size to Client Level (meeting you where you are at)
 - Frame using Evidence Based Practices
 - Operationalize
- Our tools:
 - Operational Framework Aligned to Level
 - Proprietary Programming Resource Portal – ChooseWell Online
 - BenefitPitch Vendor Database solution
- Full Wellness solution (portal, mobile and in person gender appropriate and biometric health screenings, flu shot clinics, coaching, health fairs, dedicated engagement coordinator, etc.)
- Provide educational resources and toolkits in all dimensions of wellbeing including mental health.
- We have select partners for onsite and wellbeing educational sessions
- Disease management programs for chronic conditions of interest
- Mental Health benefits are important.
- Nutritional counseling of interest
- Standalone EAP's: Please include 6 face-to-face visits per issue, with 10 hours of Critical Incidence Resources or Training.
 - Being able to schedule visits in a timely manner with providers is also key.
 - Other key EAP plan components are:
 - Counseling services, Critical Incident Support and wellness support
 - Current rate is \$1.78 6 visits/10 hours and Identity Theft; Worklife \$0.24/ prior rates were guaranteed for 3 years \$1.68 for 6 visits/10 hours, Worklife \$0.24

If you have questions, please contact Melissa Bain at mbain@catto.com and cc: Barbara Coleman at bcoleman@newbraunfels.gov

Dental

- Please quote dual option
- Include information to potentially replace the DHMO with a low-cost base option that perhaps covers preventive and basic services only. Base alternate options should include:
 - 100/80/0, \$1000 annual max, \$50/\$150 deductible, no orthodontics, MAC
 - 100/80/0, \$1000 annual max, \$50/\$150 deductible, no orthodontics, 90th percentile UCR
 - 100/80/50, \$1000 annual max, \$50/\$150 deductible, periodontics & endodontics in major, no orthodontics, MAC
 - 100/80/50, \$1000 annual max \$50/\$150 deductible, periodontics & endodontics in major, no orthodontics, 90th percentile UCR
- Buy Up alternate options should include:
 - 100/80/50, \$2000 annual max, adult & child orthodontics with \$2000 life max (greater maximum benefit is welcomed also).
 - 90th percentile UCR
 - Periodontic and endodontic in basic
 - All other benefits not listed should match current contract
 - Quote rollover benefits, if possible
 - Quote 3-4 cleanings per year, if possible
- Integration with Employee Navigator is required
- Bundling discounts
- Technology credits
- A rate guarantee of up to 4 years is desired
- Geo access reports based on city must be included. Parameters are: 2 providers in a 10-mile radius.

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- If additional information is needed to run GEO and Disruption Reports, please contact Melissa Bain at mbain@catto.com, and cc: Barbara Coleman at bcoleman@newbraunfels.gov.

Vision

- Match current benefits, but include:
 - a higher lens and frame allowance
 - lens upgrades
 - safety glasses benefit
 - If available, include a contacts *and* lenses allowance plan in a 12-month period
- Integration with Employee Navigator is required
- Bundling discounts
- Technology credits (so as to not raise prices to employees)
- A rate guarantee of up to 4 years is desired.
- Geo access reports based on city must be included. Parameters are: 2 providers in a 10-mile radius.
- Claims information is limited.
 - If additional information is needed to run GEO and Disruption Reports, please contact Melissa Bain at mbain@catto.com, and cc: Barbara Coleman at bcoleman@newbraunfels.gov.

Basic Life & AD&D

- Quote \$10k, \$20k and \$50k options
 - Age reduction schedule is to start at age 70.
 - EAP, if included, please provide details
 - Include any available value-added services, such as will prep or travel assistance.
- Integration with Employee Navigator required.
- Bundling discounts
- Technology credits
- A rate guarantee of up to 4 years is desired.
 - Claims information is limited. Please contact Melissa Bain at mbain@catto.com, and cc: Barbara Coleman at bcoleman@newbraunfels.gov if you have any questions.

Voluntary Life & AD&D

- Quote same benefit increments as current plan.
 - Increase Employee benefit maximum to \$500,000 and Spouse benefit maximum to \$100,000.
 - \$200k or greater Guaranteed Issue desired
 - Include a true open enrollment offered with an annual increase option.
 - grandfathering of current coverage amounts is required.
 - if applicable, age reduction schedule is to start at age 70.
- Integration with Employee Navigator is required.
- Bundling discounts
- Technology credits
- A rate guarantee of up to 4 years is desired.
 - Claims information is limited. Please contact Melissa Bain at mbain@catto.com, and cc: Barbara Coleman at bcoleman@newbraunfels.gov if you have any questions.

Disability

- Quote traditional STD and LTD plan options (current plans are worksite incremental plans, which is not desired)
- Short-Term Disability
 - Voluntary
 - 60% up to a \$2000 weekly max, 14/14 day, 11 weeks
 - 60% up to a \$2000 weekly max, 7/7 day, 12 weeks
 - 60% up to a \$1500 weekly max, 14/14 day, 11 weeks
 - 60% up to a \$1500 weekly max, 7/7 day, 12 weeks
- Long- Term Disability
 - Please quote both Voluntary and Employer Paid
 - 60% up to \$6000 monthly max, 90-day elimination, 2-year own occ
 - 60% up to \$10,000 month max, 90-day elimination period, 2-year own occ
 - Quote Employer Paid with Voluntary Buy Up option.
 - Base: 60% up to \$6000 monthly max, 90-day elimination, 2-year own occ
 - Buy up: option to increase monthly benefit max up to highest amount allowed.
- Integration with Employee Navigator is required.
- Bundling discounts
- Technology credits
- A rate guarantee of up to 4 years is desired.
 - Claims information is limited. Please contact Melissa Bain at mbain@catto.com, and cc: Barbara Coleman at bcoleman@newbraunfels.gov if you have any questions.

Worksite

- Universal life
- Critical illness to include Cancer. Goal is to also include COVID.
- Hospital indemnity
- Legal services
- ID theft
- Pet Insurance
- Cancer screening and prevention products of interest
- Maternity benefits/ fertility riders of interest
- Wellness benefits embedded in products, please.

Integration with Employee Navigator is required.

Technology credits welcomed.

Compliance & Administrative Services

- COBRA
 - Open enrollment services to be included.
 - Integration with Employee Navigator required.
- POP
- HSA, FSA, dcFSA
 - HSA: detail all fees associated, including employee-paid fees
 - FSA max \$3,050
 - dcFSA max \$5,000 (or \$2,500 if married filing separately)
- Lifestyle Spending Accounts of interest

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Medical

Carrier Name	UnitedHealthcare	UnitedHealthcare	UnitedHealthcare
PLAN NAME	Plan A	Plan B	Plan C
NETWORK NAME	Choice (EPO)	Choice (EPO)	Choice (EPO)
NETWORK WEBSITE	uhc.com	uhc.com	uhc.com
MEDICAL BENEFITS			
Deductible (Indiv / Family)			
In-Network	\$2,000 / \$6,000	\$3,000 / \$9,000	\$3,000 / \$9,000
Non-Network	Not covered	Not covered	Not covered
Is the Deductible Embedded?	Yes	Yes	Yes
Out Of Pocket Max (Indiv / Family)			
In-Network	\$4,000 / \$12,000	\$6,000 / \$13,000	\$6,000 / \$13,000
Non-Network	Not covered	Not covered	Not covered
Coinsurance			
In-Network	80%	80%	80%
Non-Network	Not covered	Not covered	Not covered
Telemedicine	No charge	No charge	80% after deductible
Physician Office Visit			
In-Network	\$30 (designated: \$10)	\$40 (designated: \$20)	80% (designated: 90%)
Non-Network	Not covered	Not covered	Not covered
Specialist Office Visit			
In-Network	\$70 (designated: \$50)	\$80 (designated: \$60)	80% (designated: 90%)
Non-Network	Not covered	Not covered	Not covered
Preventive Care			
In-Network	No charge	No charge	No charge
Non-Network	Not covered	Not covered	Not covered
Urgent Care			
In-Network	\$50	\$50	80% after deductible
Non-Network	Not covered	Not covered	Not covered
Emergency Room			
In-Network	80% after \$250 copay	80% after \$250 copay	80% after deductible
Non-Network	80% after \$250 copay & net ded	80% after \$250 copay & net ded	80% after net deductible
Diagnostic Lab & X-Ray			
In-Network	80% after deductible	80% after deductible	80% after deductible
Non-Network	Not covered	Not covered	Not covered
Rehab Therapy			
PT/OT/ST			
In-Network	\$50 per visit (limits apply)	\$60 per visit (limits apply)	80% after deductible
Non-Network	Not covered	Not covered	Not covered
Airrosti	\$30 copay	\$40 copay	10%
In-Patient Hospital			
In-Network	80% after deductible	80% after deductible	80% after deductible
Non-Network	Not covered	Not covered	Not covered
Prescriptions			
Preferred Generic - Retail & Mail	\$10 / \$20	\$10 / \$20	20% / 20%
Non-Preferred Generic - Retail & Mail	\$40 / \$80	\$40 / \$80	20% / 20%
Preferred Brand - Retail & Mail	\$70 / \$140	\$70 / \$140	20% / 20%
Non-Preferred Brand - Retail & Mail	20% with a \$100 copay max	20% with a \$100 copay max	20% / 20%
Preferred Specialty Drugs	-	-	-
Non-Preferred Specialty Drugs	-	-	-
Mail Order	2 x retail copay	2 x retail copay	same as retail

*Airrosti is covered at a copay currently on Plan A and Plan B. On Plan C, it is covered at 90% after deductible.

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Dental

DENTAL BENEFITS		
Carrier Name	Cigna	Cigna
PLAN NAME	DHMO (Base)	DPPO (Buy Up)
PLAN TYPE	DHMO	DPPO
Type I – Preventive Services		
Coinsurance	Fee schedule	100% - deductible waived
Oral Exams	Fee schedule	2 per policy year
Fluoride treatments-children under ___ limit per calendar year	Fee schedule	1 per policy year for children under age 19
(2) Cleanings per calendar year	Fee schedule	2 per policy year
Sealants for children under ___ not to exceed \$___ per calendar year	Fee schedule	1 treatment per tooth every 36 months for children under age 14
Full mouth X-ray 1 series in a ___ consecutive month period	Fee schedule	Limited to a combined total of 1 per 36 months
Bitewings X-rays once per calendar year	Fee schedule	2 per policy year
Space Maintainers	Fee schedule	Limited to non-orthodontic treatment for children under age 19
Emergency Exams	Fee schedule	Covered
Type II – Basic Services		
Coinsurance	Fee schedule	70% after deductible
Restorative: fillings	Fee schedule	Covered
Endodontics: minor & major	Fee schedule	Covered
Periodontics: minor & major	Fee schedule	Covered
Oral Surgery: minor & major	Fee schedule	Covered
Anesthesia: general & IV sedation	Fee schedule	Covered
Crowns: prefabricated SS / resin	Fee schedule	Covered
Type III – Major Services		
Coinsurance	Fee schedule	50% after deductible
Inlays and Onlays	Fee schedule	Replacement every 60 months if unserviceable and cannot be repaired.
Prosthesis over Implant	Fee schedule	1 every 60 months if unserviceable and cannot be repaired
Crowns: permanent cast & porcelain	Fee schedule	Replacement every 60 months if unserviceable and cannot be repaired.
Bridges & Dentures	Fee schedule	Replacement every 60 months if unserviceable and cannot be repaired.
Repairs: bridges, crowns, inlays	Fee schedule	Reviewed if more than once.
Repairs: dentures	Fee schedule	Reviewed if more than once.
Denture Relines, Rebases, Adjustments	Fee schedule	Covered if more than 6 months after installation.
Type IV – Orthodontia		
Coinsurance	Fee schedule	50% - deductible waived
Orthodontia Eligibility	Fee schedule	Adult & children
Orthodontia Lifetime Maximum	Fee schedule	\$2,000
Calendar Year Deductible		
Individual	\$0	\$50
Family	\$0	\$150
Maximums and UCR Info		
Dental Annual Maximum	Unlimited	\$1,750
UCR Out of Network Percentile	N/A	90th UCR

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Vision

VISION BENEFITS		The Standard
		VSP Vision Plan
Eye Exam		
	Network	Covered in full
	Non-Network	Up to \$45
Frames/ Lenses, and/or Contacts		
Single Vision	Network	Covered in full
	Non-Network	Up to \$30
Bifocal Lenses	Network	Covered in full
	Non-Network	Up to \$50
Trifocal Lenses	Network	Covered in full
	Non-Network	Up to \$65
Progressive Lenses	Network	
	Non-Network	
Frames	Network	Up to \$150
	Non-Network	Up to \$70
Medically Necessary Contacts 1 year supply	Network	Covered in full
	Non-Network	Up to \$210
Elective Contact 1 year supply	Network	Up to \$150
	Non-Network	Up to \$120
Exam Frequency		Once every 12 months
Lens Frequency		Once every 12 months
Frames / Contacts Frequency		Once every 12 months
Network		VSP

Note: The City of New Braunfels has just moved to The Standard 10/1/22 and so limited claims are available.

Safety glasses are included in the City's vision plan and are currently covered the same as prescription glasses as an "in lieu of" benefit. We would like them covered in addition to as long as they are OSHA compliant safety glasses.

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Basic Life and AD&D

BASIC LIFE BENEFITS	
The Standard	
Current	
Class Description	All FTE
Definition of Earnings	Annual earnings does not include: bonuses, OT, stock options, or any other extra compensation
Basic Life Includes \$5,000 Spouse Benefit	No
Basic Life Includes \$1,000 per Child(ren) Benefit	No
Maximum Benefit	\$10,000
Guarantee Issue Amount	\$10,000
Age Reduction Schedule	To 65% at age 65; to 40% at age 70; to 25% at age 75
Terminates at Retirement	No
Waiver of Premium	Included - disabled prior to age 60 Elim Period: 180 consecutive days End date you cease to be totally disabled
Waiver of Premium Trigger	Employee Responsibility
Accelerated Death Benefit	75% of benefit
Conversion	Included
Portability	Included
BASIC AD&D BENEFITS	
Class Description	All FTE
Definition of Earnings	Annual earnings does not include: bonuses, OT, stock options, or any other extra compensation
Maximum Benefit	\$10,000
Age Reduction Schedule	To 65% at age 65; to 40% at age 70; to 25% at age 75
Education	\$5,000 per year
Seatbelt	\$10,000
Air Bag	\$5,000

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Voluntary Life and AD&D

VOLUNTARY LIFE BENEFITS	The Standard
	Current Benefits
Class Description	All FTE
Definition of Earnings	Annual earnings does not include: bonuses, OT, stock options, or any other extra compensation
Employee Life Schedule	Increments of \$10,000
Employee Maximum Benefit	\$300,000
Employee Guarantee Issue Amount	\$100,000
Age Reduction Schedule	To 65% at age 65; to 40% at age 70; to 25% at age 75
Waiver of Premium	Included
Waiver of Premium Trigger	Employee Responsibility
Accelerated Death Benefit	75% of benefit, max of \$500,000
Spouse Life Schedule	Increments of \$5,000
Spouse Maximum Benefit	\$50,000 - not to exceed 100% of employee's benefit
Spouse Guarantee Issue Amount	\$30,000
Spouse Termination	No - rate based on age of member
Child(ren) Life Schedule	\$10,000 - not to exceed 100% of employee's benefit
Conversion	Included
Portability	Included
Suicide Clause	2 years

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Short-Term Disability

VOLUNTARY STD BENEFITS	OneAmerica
	Current
Class Description	All eligible full time employees
Benefit Percentage	60%
Maximum Weekly Benefit	\$6,000 as elected in increments of \$100, not to exceed 60% of monthly earnings
Elimination Period for Injury/Sickness	Option 1: 7/7 Option 2: 14/14 Option 3: 30/30
Maximum Duration of Benefits	Option 1: 12 weeks Option 2: 11 weeks Option 3: 9 weeks
Pre-Existing Limitation	3/12

Current Plan Design: Long-Term Disability

VOLUNTARY LTD BENEFITS	OneAmerica
	Current
Class Description	All eligible full time fire operations non-exempt employees
Benefit Percentage	60%
Maximum Monthly Benefit	\$6,000 (elected in increments of \$100, not to exceed 60% of monthly earnings)
Guarantee Issue Amount	\$6,000
Elimination Period	90 days
Own Occupation Period	2 year own occ; any occ thereafter
Definition of Disability	Loss of duties and earnings
Earnings Test	80% during own occ period; 80% thereafter
Maximum Duration of Benefits	SSNRA
Pre-Existing Limitation	12/12
Mental / Nervous Limitation	24 months
Social Security Offset	Family
Survivor Income Benefit Option	3 months

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Accident

Accident	Current - Voya		
	Low	Medium	High
Covered Injuries	Scheduled, Sample: Hip Fracture: \$1,500 - \$3,000 Leg Fracture: \$1,200 - \$2,400 Foot Fracture: \$900 - \$1,800 Finger or Toe Fracture: \$120 - \$240 Shoulder Dislocation: \$800 - \$1,600 Knee Dislocation: \$1,200 - \$2,400	Scheduled, Sample: Hip Fracture: \$2,500 - \$5,000 Leg Fracture: \$1,800 - \$3,600 Foot Fracture: \$1,500 - \$3,000 Finger or Toe Fracture: \$200 - \$400 Shoulder Dislocation: \$1,500 - \$3,000 Knee Dislocation: \$2,000 - \$4,000	Scheduled, Sample: Hip Fracture: \$5,000 - \$10,000 Leg Fracture: \$2,800 - \$5,600 Foot Fracture: \$2,500 - \$5,000 Finger or Toe Fracture: \$400 - \$800 Shoulder Dislocation: \$2,200 - \$4,400 Knee Dislocation: \$3,000 - \$6,000
Initial Hospital Admissions Benefit	\$750	\$1,125	\$1,750
Daily Hospital Benefit	\$225 per day, up to 15 days	\$350 per day, up to 15 days	\$450 per day, up to 15 days
Intensive Care	\$350 per day, up to 15 days	\$525 per day, up to 15 days	\$700 per day, up to 15 days
Emergency Room	\$150	\$200	\$300
Physician Office Visit	\$60	\$75	\$120
Follow-up Treatment	\$60	\$75	\$120
Diagnostic Exams	\$60	\$200	\$500
Prosthesis and Appliance Benefit	1: \$375 / 2+: \$600	1: \$625 / 2+: \$1,000	1: \$1,500 / 2+: \$2,400
Physical Therapy	\$25 (up to 6 per accident)	\$40 (up to 6 per accident)	\$75 (up to 6 per accident)
Blood & Plasma	\$300	\$500	\$650
Ambulance	Ground: \$240 / Air: \$1,000	Ground: \$300 / Air: \$1,250	Ground: \$600 / Air: \$2,500
Transportation	\$375 per trip, up to 3 per accident	\$650 per trip, up to 3 per accident	\$840 per trip, up to 3 per accident
Family Lodging	\$90 per day, up to 30 days	\$150 per day, up to 30 days	\$225 per day, up to 30 days
Wellness Exam	Not included	Not included	Not included
Accidental Death and Dismemberment	Not Included	Not Included	Not Included
Benefit Reduction	No reduction Spouse Terminates at age 70	No reduction Spouse Terminates at age 70	No reduction Spouse Terminates at age 70
Sickness Hospital Confinement Rider	None	None	None

Current Plan Design: Hospital Indemnity

	Voya
Type	Hospital Indemnity Insurance
Class	All Active Full Time Employees
Daily Benefit Amount	\$100
Initial Hospital Confinement	\$1,000, up to 4 admissions per year per family
Inpatient Hospital Confinement	\$100 per day, 30 day maximum per confinement
ICU	\$200 per day, 15 day maximum per confinement
Rehab Facility	\$50 per day, 30 day maximum per confinement
Outpatient Office Visit	Not Included
Wellness/ Preventive Care	Not Included
Participation requirements	Maintain current
Spouse/Child Eligibility Ages	70 / 26

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design: Critical Illness

Critical Illness Comparison	Voya
Carrier	Current
Participation	Maintain current
Covered Illnesses:	
Heart Attack	100%
Stroke	100%
Major Organ Transplant	100%
Renal Failure (End Stage)	100%
Cancer	100%
Paralysis	100%
Coma	100%
Coronary Artery Bypass	25%
Carcinoma in Situ	25%
Occupational HIV	Not covered
Other (partial list)	MS, Parkinson's Disease, ALS, loss of sight, hearing or speech
Benefit Payments	Lump Sum payable upon diagnosis
Benefit Amounts Available- Employee	\$10,000 or \$20,000
Spouse	\$5,000 or \$10,000
Children	\$5,000 or \$10,000
Wellness / Health Screen	EE: \$50 SP: \$50 CH: \$25 per child (\$100 max)
Benefit Reduction	
Issue Age	Attained Age

RFP 23-027 Employee Health Insurance Benefit Products

Current Plan Design, FSA, COBRA, HSA. We also offer a Dependent Care FSA and a POP plan.

Admin	
Administrator	UnitedHealthcare
Pop Plan Services	
Set-Up Fee	Included with the FSA Plan
Administration Fee	
Administrator	UnitedHealthcare
FSA Administration (including dependent care)	
Set-Up Fee	N/A
Monthly Admin Fee	\$2.95 PEPM
External Rollover (set up charge per customer per vendor)	\$1,765
Eligibility Feeds (per file in excess of 52 per year)	\$235
Non-discrimination Testing	\$500 per test
Administrator	Optum
HSA Administration	
Set-Up Fee	N/A
Monthly Admin Fee	\$2.10 PEPM (waived if average balance is over \$3,000)
ATM Transaction Fee	\$2.50 per transaction (Bank/ATM fees might also apply)
Monthly online statements	No charge
Quarterly Paper Statements	\$1.50 per request
Investment Threshold	\$1,000
Investment Fee	0.03% of average daily total investment balance (\$10 monthly max)
Annual Renewal/Maintenance Fee	None
Administrator	UnitedHealthcare
COBRA Administration	
Set-Up Fee	N/A
Monthly Admin Fee	\$0.55 PEPM
Minimum Monthly Fee	-
Annual Renewal/Maintenance Fee	None
Qualified Beneficiary Takeover Fee	Included
2% Administrative Fee Retention	Administrator
Initial Rights Notice	Included
Carrier Notifications for Enrolls/Terms	Included
Forwarding of Premiums	Included
Direct (Retiree) Billing	\$4.50 per month
Mail Open Enrollment Materials	\$8.00 plus postage

EAP Information:

- Optum EAP offers a 6-visit model with 10 hours of Critical Incidence Resources/or Training.
 - (a) What are the three components that are most important to you in an EAP?
 - Counseling Services, critical incident support, and wellness support.
 - Confirm # of active full-time employees for EAP services.
 - Current rate is \$1.78 6 visits/10 hours and Identity Theft: Worklife \$0.24. The prior rates were guaranteed for 3 years \$1.68 for 6 visits/10 hours, Worklife \$0.24

SCOPE OF WORK B – STOP LOSS

The City seeks proposals from qualified firms to provide stop loss insurance coverage for the City. Additional information will be provided to down-selected candidates after Scope of Work A is awarded. **Please provide any preliminary information possible, including illustrative rates, if interested in submitting for this scope of work to be considered. Firm rates will be requested upon Best and Final Offers.**

4.1 BACKGROUND:

The City's medical and pharmacy services are currently provided through a self-funded plan with UnitedHealthcare ("UHC"). The City's plan year is October 1 through September 30.

The City requests costs for an Individual Stop Loss ("ISL") Deductible for the following levels:

A. \$150,000; and

B. \$175,000

And Aggregate Stop Loss ("ASL") Deductible for \$2 million.

The following documents can be requested from Melissa Bain at mbain@catto.com, and cc: Barbara Coleman at bc Coleman@newbraunfels.gov as supplemental information to assist with preparing the proposal. **Please note that it may be necessary to click on the "Enable Editing" button located in the upper left-hand portion of the screen after opening the documents.** This will allow users to fully review and insert requested data into the documents as needed.

1. CoNB - Claims by Month January 2020 to December 2022
2. **CoNB - Claims by Month January 2023 to March 2023 (as much as possible will be provided to down-selected carriers after award of SCOPE OF WORK A)**
3. CoNB - Large Claims over \$5k - October 2020 to December 2021
4. CoNB – Large Claims over \$50k – October 2021 to September 2022
5. CoNB – Large Claims over \$50k – October 2022 to January 2023
6. **CoNB - Large Claims January 2023 to March 2023 (as much as possible will be provided to down-selected carriers after award of SCOPE OF WORK A)**
7. **CoNB - 2023 Stop Loss Census (as much as possible will be provided to down-selected carriers after award of SCOPE OF WORK A)**
8. CoNB - Medical and Pharmacy Membership February 2020 through January 2023
9. CoNB - UHC Plan Designs for October 2022
10. CoNB – UHC Top Provider & Facility report
11. Information within Cost Proposal Form – Scope of Work B

SECTION 5 EVALUATION OF PROPOSALS

5.1 SELECTION PROCESS

It is the intent of the City to make a single or multiple award(s) from this solicitation, based on evaluation criteria listed in this solicitation and Proposer's submitted Proposal; however, the City will award in the manner deemed most advantageous to the City.

The City's evaluation team will rank Proposals meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the Proposer's proposal.

The Proposer(s) selected for award will be awarded an Agreement to provide services as specified.

5.2 EVALUATION CRITERIA

The City of New Braunfels will review all Proposals submitted in response to this solicitation using the criteria presented below and rank each Proposer. The Proposer will be recommended for award to City Council based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels City Council.

Proposals will be ranked based on the following evaluation criteria:

<u>Criteria- Scope of Work A</u>	<u>Points</u>
<u>Administrative Flexibility and Reporting, Customer Service</u>	20 pts.
<u>Similar Contract Related Experience and References</u>	10 pts.
<u>Network Capabilities, Plan Design and Claims Administration</u>	15 pts.
<u>Performance Standards/Guarantees</u>	10 pts.
<u>Proposed Cost of Services</u>	35 pts.
<u>Cost Containment/Innovation</u>	5 pts.
<u>Population Health Management Programs</u>	5 pts.
TOTAL	100 pts
 <u>Criteria- Scope of Work B</u>	 <u>Points</u>
<u>Network Capabilities, Plan Design and Claims Administration</u>	20 pts.
- Includes administrative flexibility and reporting, customer service, experience.	
<u>Performance Standards/Guarantees</u>	10 pts.
<u>Financial Stability</u>	20 pts.
<u>Proposed Cost of Services</u>	50 pts.
TOTAL	100 pts

The City reserves the right to request additional information or clarifications from all Proposers and to allow corrections of errors or omissions.

5.3 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.

5.4 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.

5.5 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.

5.6 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 New Braunfels 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 respondents 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.
 - 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 6
AWARD OF CONTRACT**

6.1. SUCCESSFUL PROPOSER'S DOCUMENTS: The successful Proposer will provide its proposal and any negotiated amendments to the proposal to the Office of the Purchasing Manager as an electronic Word file.

6.2. 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.

6.3. CITY COUNCIL APPROVAL: The City Council will consider the final contract for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

6.4. 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 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 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.

**ATTACHMENT A
COMPANY INFORMATION**

1. Company Information:

- Company name: _____
- Company address: _____
- Year established: _____
- Number of years in business under present name: _____
- Form of ownership: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other (specify) _____
- When organized: _____
- If a corporation, where incorporated: _____
- Federal Employer Identification Number: _____
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: _____
- Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
 - _____
 - _____
 - _____
- Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**
 - ☐ **A:** Company is a non-resident Respondent. Its principal place of business is the state of _____
Check one of the following options:
 - ☐ Non-resident Respondents in the state of our principal place of business are required to propose _____ percent lower than resident Respondents by state law. A copy of the statute is attached.
 - ☐ Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.
 - ☐ **B:** Company's principal place of business or corporate offices is in the State of Texas.

2. Subcontractor(s), if applicable:

- ☐ Subcontractor(s) will not be used to complete this contract.
- ☐ Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)
 - Subcontractor Name: _____
 - Percentage (%) of Total Contract: _____
 - Mailing Address: _____

- 3.** If applicable, provide a list of officers of the company who, while in the employ of the company or the employ of previous companies, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

ATTACHMENT B VENDOR CERTIFICATIONS

Company name: _____

To demonstrate qualification 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

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

**ATTACHMENT C
EXCEPTIONS AND ALTERNATIVES FORM**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

- ☐ No Exceptions Taken
- ☐ Exceptions Taken – *See attached (Include in Tab 10)
**Note that if any exceptions are taken, all required information must be submitted as an attachment*

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a)** The specific item or clause for which an exception is requested (citing the page and item number).
- b)** The suggested change to the exception, inclusive of proposed new language if applicable.
- c)** An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)