

**REQUEST FOR PROPOSALS**  
**City of Conroe, Texas**



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***RFP Data***

Proposal Number: RFP #20-1008  
Title: Medical/Rx Stop Loss Request for Proposal  
Issue Date: September 8, 2020

***Request For Proposal To Market***

Date: September 8, 2020  
Distributed by: HUB INTERNATIONAL TEXAS  
Charlotte Starks, Manager of Employee Benefits Marketing  
10000 N. Central Expressway  
Suite 1200  
Dallas, Texas 75231

***Proposal Due***

Date: October 8, 2020  
Time: 2:00 p.m. CST

Location/Mail Address:

One Original and 2 Copies on two separate thumb drives <b>City of Conroe</b> Attn: Soco Gorjon, City Secretary 300 West Davis Street Conroe, TX 77301	1 Complete Copy to <b>HUB INTERNATIONAL TEXAS</b> Attn: Charlotte Starks Manager of Employee Benefits Marketing 10000 N. Central Expy., #1200 Dallas, TX 75231
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## Request Proposal Contents Listing

- Specifications Requirements & Instructions
- Contractual Provisions for Consideration
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- RFP Overview
- Coverage Funding Matrix / Vendor Selection Criteria
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- Submission Forms
- Summary Conditions & Specifications ***Signature Page – Required***

### Attachments:

Conflict of Interest Questionnaire – ***Return Completed and Signed***  
Form 1295 ***Return Completed and Signed***  
HB 89 – ***Return Completed and Signed***  
SB 252 - ***Return Completed and Signed***  
Claims Experience  
Policies  
Census

## **SPECIFICATIONS REQUIREMENTS AND INSTRUCTIONS**

**I. Important Dates:**

<b>RFP Issue Date:</b>	<b>September 8, 2020</b>
<b>Questions Due:</b>	<b>September 15, 2020 3:00 PM CST</b>
<b>Final Addenda:</b>	<b>September 21, 2020</b>
<b>RFP Due Date:</b>	<b>October 8, 2020 2:00 PM CST</b>

**Coverage Effective Date:     January 1, 2021**

- II. Submission Information: One fully prepared, signed proposal should be submitted along with 2 Copies on two separate thumb drives to be sent to the City as per page 1 of this RFP. One additional copy of the complete proposal should be submitted to HUB INTERNATIONAL TEXAS, Attn: Charlotte Starks, 10000 N. Central Expy., #1200, Dallas, TX 75231. You must label the envelope or package ‘STOP LOSS REQUEST FOR PROPOSAL #20-1008’.**

## Requirements & Instructions

I. **Important Dates:**

RFP Issue Date: September 8, 2020

RFP Due Date: October 8, 2020 @ 2:00 pm

Coverage Effective Date: January 1, 2021

II. **Submission Information:** One fully prepared, signed proposal should be submitted along with 2 Copies to be sent to the City as per page 1 of this RFP. One additional copy of the complete proposal should be submitted to HUB INTERNATIONAL TEXAS, Attn: Charlotte Starks, 10000 N. Central Expy., #1200, Dallas, TX 75231. You must label the envelope or package 'STOP LOSS REQUEST FOR PROPOSAL #20- 1008'.

No telephone or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries

III. **Vendors requesting additional information:** Requests for additional information should be made no later than 3:00 p.m. on Tuesday, September 15, 2020 and should be directed to Charlotte Starks, HUB INTERNATIONAL TEXAS, via email at [charlotte.starks@hubinternational.com](mailto:charlotte.starks@hubinternational.com) or via fax at 214-443-2424. All requests must be made in writing.

IV. **Confidentiality:** Information contained in the RFP is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the benefits plans stipulated in this RFP.

V. **Proposal Review:** The City reserves the right to accept or reject, in part or in whole, any portion of the proposals, waive minor technicalities, and select the proposal which best serves the interest of the City. The City also reserves the right to waive or dispense with any of the formalities contained herein.

VI. **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.

The information contained in the RFP is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty. Requests for interpretation of the specifications should be directed to Charlotte Starks, Manager of Public Sector Marketing of HUB INTERNATIONAL TEXAS

VII. **Legal Consideration:** All parties submitting proposals are expected to comply with all federal, state, and local laws and regulations pertaining to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with applicable laws.

VIII. **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.

IX. **RFP Notification:** Parties who are selected to provide benefits coverage to the employees, based on the RFP submitted, will be notified as soon as possible following thorough review by City management and City Council.

- X. **Proposal Format:**
- A. 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.
  - B. Those submitting proposals are responsible for the full costs associated with the preparation of the proposal.
  - C. Proposals may be withdrawn prior to the closing time for RFPs. Thereafter, all proposals shall remain open and valid for a period of 180 days or the effective date of the new plan, whichever is latest.
  - D. Accuracy in the proposals submitted is essential. All parties are asked to proof proposals for compliance with all stipulations of the RFP and accurate numbers submitted.
- XI. **Disqualification and Rejection of Proposals:** Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set for the in the specification, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.
- XII. **Basis for Consideration:** The City will review all proposals for completeness based on the requirements in this RFP. Those found to be incomplete or fail to address the needs of the City will not be evaluated. Only those proposals that are complete, with all required documentation will be evaluated. Respondents should initially submit their best offer. If an award is made, primary consideration will be given to the respondent's proposal deemed to the best interest of the City.
- XIII. **Service Considerations:** The City will evaluate the proposals on factors other than cost, including level of benefits and coverage area. After a preliminary evaluation of the technical criteria, the cost proposal will be included in the evaluation process. Costs will be evaluated on an equal basis with the technical criteria, including benefit level and coverage area.
- XIV. **Right to Reject:** Merely submitting a proposal does not warrant an expressed or implied contract for the insurance program for the City of Conroe.
- XV. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed coverages.
- XVI. **Certificate of Interested Parties Form:** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity of state agency. The law applies only to a contract of governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. Upon award, an authorized agent of the business entity must sign the printed copy of the form and have the form notarized. This should be sent with the contracting paperwork and becomes part of the contract.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities

- XVII. Conflict of Interest: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Offerors must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Conroe, including affiliations and business and financial relationships such persons may have with City of Conroe officers. Please complete the attached Conflict of Interest Questionnaire, Form CIQ.
  
- XVIII. House Bill 89 Verification Form: Subtitle F, Title 10 of Local Government Code Chapter 2270 requires all vendors doing business with the City of Conroe to complete the HB 89 Verification Form and have it notarized. This form verifies that your company does not boycott Israel currently and that your company will not boycott Israel during the terms of this contract. The HB 89 Verification Form is included in this bid packet.
  
- XIX. Senate Bill 252 Certification: Senate Bill 252, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code requires the City of Conroe to verify through the Texas State Comptroller's office that your company does not do business with Iran, Sudan or any Foreign Terrorist Organization. On the attached form SB 252 Certification, please list your company name. The City of Conroe will verify your company name against the Known Terrorist List.

## Contractual Provisions for Consideration

The firm, who enters into a contract with the City of Conroe to provide services to the employees, will be required to abide by the contract provisions outlined here. Potential Contractors should consider the following carefully, and it is assumed by submitting a proposal that these conditions will be acceptable and included in the final signed document.

I. **Handling of Claims & Customer Service:**

A. The contractor must agree to deliver quality 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 rectified immediately.

B. The contractor shall submit separate invoices, in duplicate, for payment as directed by the City. Invoices should include the contract number and will be itemized in accordance with the components of the contract. Payment will not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed. **Whichever is later.**

C. If invoices have not been paid by the due date, the contractor will submit an overdue reminder notice. The City reserves the right to review all of the contractor's invoices after payment and recover any overpayments discovered in such review.

II. **Continuity of Coverage:** All employees and dependents covered by the current plan are to receive immediate coverage under the new plan. Fair credit will be allowed for all or any part of deductibles, coinsurance, etc. satisfied prior to the January 1, 2019 effective date.

III. **Claims Experience Monitoring:** The contractor shall provide monthly reports allowing the city to monitor claims experience on a monthly basis.

IV. **Contractor Insurance Coverage:** During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E&O Liability insurance with a minimum policy limit of \$1,000,000. The insurance policy must name the City of Conroe as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

V. **Contractor Provision Requirement:** The contract shall provide any necessary tools, equipment, supplies, materials, employees, management, and other items or services necessary in order to provide full service to the contract.

VI. **Indemnity Clause:** By submitting a proposal and/or accepting an agreement for services, the contractor will agree to hold harmless the City of Conroe, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to, or death of, any person, or for damage to any property arising out of, or in conjunction with, the work done by the contractor, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of the City.

- VII. **Expectations of the Contractor:** It is understood upon submission of a proposal that;
- A. The Contractor shall not assign or subcontract any of its rights, duties, or obligations under the contract without prior written consent from the City. The contractor shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests based upon the Uniform Commercial Code, so long as the City shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of the agreed contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the City for damages or claims arising under this Contract or any other obligation owed by the Contractor to the City.
  - B. At all times during the term of the contract, the company awarded the contract shall operate as an independent contractor to the City, and the contractor shall not in any event be deemed an employee or other representative of the City, nor shall he/she hold themselves up as such.
- VIII. **Contractor Employee Arrangements:** All employees of the Contractor shall at all times be considered an employee of the Contractor, and the Contractor will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the Contractor will be responsible at all times for the supervision and performance of their employees. All employees of the Contractor shall warrant that all employees are fully covered by workers compensation insurance and that each employee has been carefully screened as to character and fitness for the performance of his/her job.
- IX. **Equal Opportunity:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- X. **Advertising:** The contractor awarded the contract agrees not to advertise or publish, without the City's prior consent, the information related to the entry into a contract, except as required to comply with requests for information from an authorized representative of the federal, state or local authority.
- XI. **Contract Amendments & Enforceability:** No amendments, modifications, or changes to the provisions outlined here may be made absent from the written agreement of both parties. Further, the contract awarded to the firm will be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competition jurisdiction in Montgomery County, Texas.
- XII. **Termination:** The City retains the right to terminate for default on all or any part of its contract if the contractor breaches any for the terms hereof or if the contractor becomes insolvent or files for bankruptcy. Such right of termination, in addition to, and not in lieu of, any other remedies, which the City may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The City additionally has the right to terminate this Contract without cause by delivery to the Contractor a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.



## Assumptions and Expectations

### Assumptions are as follows:

1. The proposal is to be based on the proposed plan of benefits.
2. The quote is to be based upon the census provided in the RFP.
3. All participants enrolled in the Employee Benefits Plan as of December 31, 2020 are to receive immediate coverage under the new plan. All health services incurred on or after January 1, 2021, for currently enrolled participants are to be eligible expenses. The City's enrollment records are to be the basis for "take-over."
4. Credit is to be given for accumulated deductible and coinsurance.
5. All Respondent proposal offerings will comply with the Patient Protection and Affordability Care Act of 2009.
6. Coverage for employees (fulltime) becomes effective on the 1<sup>st</sup> day of the month following a 30 day waiting period, and terminates on the date of termination. Retirees are eligible for continued coverage provided they had these benefits as of the day preceding the date of retirement.
7. This RFP is for a five-year contract. **If it is the respondent's intent to increase rates at the renewal date, the City must be notified of the maximum increase for each renewal period and the basis for calculating the increase.** The City must be notified of renewal rates at least ninety (90) days prior to the effective date of the rate change.

## Submission Forms Overview

### COVERAGE:

Stop Loss

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### INSTRUCTIONS:

1. Refer to “General Requirements and Instruction” before completing Submission Forms.
2. Quote your best price.
3. Please see Requirements and Instructions section of this RFP for submission guidelines (copies, deadlines, etc.).
4. You must label the envelope or package – **‘STOP LOSS REQUEST FOR PROPOSAL #20-####’**.

## DEVIATIONS FROM SPECIFICATIONS

1. Describe, in detail, any deviations from the specifications.
  - Does your organization agree to the Specifications for Proposers as outlined in the RFP?
  - Would you be willing to agree to a performance-based contract using these criteria? If so, please outline your proposed performance guarantees.
  - Will your organization administer and/or underwrite the benefits as outlined in the "Proposed Benefit Plans" section?

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Signature of Officer

## OVERVIEW

Client: City of Conroe  
Industry: Municipality  
Group to be Covered: All Eligible Employees  
Size: 580 Active  
49 Retirees  
0 COBRA  
  
Location: Conroe, Texas 77301  
  
Coverage's to Bid: Stop Loss – Medical/Rx  
  
Employer Contributions: Benefits are Bundled (see contribution sheets)  
Medical/Rx: HSA EE - 100%; DEP 80%  
Medical/Rx: Pre 65 Retiree – 100%; DEP 80%

***Commission: ALL COVERAGES ARE NET OF COMMISSION***

**Timetable:** RFP Issue Date: September 8, 2020  
Questions Due: September 15, 2020 3:00 PM CST  
Final Addenda: September 21, 2020  
RFP Due Date: October 8, 2020 2:00 PM CST  
  
Coverage Effective Date: January 1, 2021

**Direct All Questions To:** Consultant  
**HUB INTERNATIONAL TEXAS**  
10000 N. Central Expressway, Suite 1200  
Dallas, TX 75231  
214-443-2424 (fax)  
[Charlotte.starks@hubinternational.com](mailto:Charlotte.starks@hubinternational.com)

**COVERAGE / FUNDING MATRIX  
VENDOR SELECTION CRITERIA**

**COVERAGE / FUNDING MATRIX**

**REQUEST FOR PROPOSAL  
FOR  
CITY OF CONROE**

<b>Coverage</b>	<b>Current Coverage</b>	<b>Contributory</b>	<b>Non-Contributory</b>	<b>Funding</b>	<b>Retiree Coverage</b>
Medical/Rx Stop Loss	YES	YES		Self-Funded	YES

**VENDOR SELECTION CRITERIA**  
**VENDOR SELECTION CRITERIA OVERVIEW**

**Selection Criteria:**

In addition to cost, the City of Conroe is looking for carriers or vendors who can provide a high level of service and whose products provide long term cost containment goals.

**Length:**

3 Years

**Option I:** 2-Year rate guarantee with a rate increase cap for the 2023 plan year.

**Option II:** 1-Year rate guarantee with rate increase caps for the 2022 and 2023 plan years.

## **VENDOR SELECTION CRITERIA (STOP LOSS)**

The objective of the evaluation for proposals will be to select the provider whose proposal is most responsive to the City's relating importance, price, and other factors considered:

### **1. Cost (50%)**

- a) Fixed Costs: includes insurance costs and administrative costs
- b) Variable Costs: costs stated as a percentage of paid claims, cost management (i.e., shifting of more/less workload to City staff)
- c) Ability to reduce claims expense
- d) Cost of Stop Loss integration with current third party administrator

### **2. Financial Stability (30%)**

- a) Financial Stability (AM Best or Equivalent Agency Rating)

### **3. Claims Processing (10%)**

- a) Turnaround time excluding medical review of claims
- b) Pended claims procedures
- c) Statistical accuracy
- d) General service procedures
- e) Dedicated service team
- f) Willingness to contractually establish performance criteria

### **4. Past Performance (10%)**

- a) Active and terminated references
- b) Past relationship with client
- c) Recognitions / reputation of proposer



**PLAN SUMMARIES**  
**CITY OF CONROE**  
**2020 HEALTH PLAN BENEFITS SUMMARY**

Plan Feature	KelseyCare Plan		HSA Plan		Buy-Up Plan	
	In-Network Only	In-Network	Out-of-Network*	In-Network	Out-of-Network <sup>(1)(2)</sup>	
<b>Annual Deductible</b>						
Individual	\$1,000	\$2,800	\$6,000	\$1,000	\$3,000	
Family	\$2,000	\$5,400	\$12,000	\$2,000	\$6,000	
<b>Annual Out-of-Pocket Maximum (includes deductible)</b>						
Individual	\$4,000	\$4,000	\$30,600	\$4,000	\$31,200	
Family	\$8,000	\$8,000	\$90,000	\$8,000	\$90,000	
<b>Annual City Contribution to the Health Savings Account (HSA)</b>						
Individual	N/A		\$600		N/A	
Family	N/A		\$900		N/A	
<b>Services</b>						
Annual Wellness Visit (Preventive)	\$0 copay	\$0 copay	50% after deductible is met	\$0 copay	50% after deductible is met	
Primary Care Physician Office Visit	\$30 copay	20% after deductible is met	50% after deductible is met	20% after deductible is met	50% after deductible is met	
Specialist Office Visit	\$50 copay	20% after deductible is met	50% after deductible is met	20% after deductible is met	50% after deductible is met	
Telemedicine Visit	E-visit: \$15 Video visit: \$35	Amwell: \$49 MDLIVE: \$45	N/A	Amwell: \$49 MDLIVE: \$45	N/A	
Airrosti	\$30 copay	\$30 after deductible is met	N/A	\$30 copay	N/A	
Hospital Services	20% after deductible is met	20% after deductible is met	50% after deductible is met	20% after deductible is met	50% after deductible is met	
Urgent Care Visit	\$50 copay	20% after deductible is met	50% after deductible is met	\$50 copay, then 20% after deductible is met	50% after deductible is met	
Major Imaging (MRI/CT/PET)	\$150 copay	20% after deductible is met	50% after deductible is met	20% after deductible is met	50% after deductible is met	
Emergency Room Visit	\$200 copay	20% after deductible is met	50% after deductible is met	\$200 copay, then 20% after deductible is met	\$200 copay, then 20% after deductible is met	
<b>Prescription Drugs (Generic/Brand/Non-Formulary)</b>						
Retail	\$10/\$35/\$70		\$0/\$15/\$30 after deductible is met		\$10/\$35/\$70	
Mail Order or Retail (up to a 90-day supply at participating pharmacies)	\$20/\$70/\$140		\$0/\$30/\$60 after deductible is met		\$20/\$70/\$140	
Specialty Drugs	\$150 per 30-day supply		20% after deductible is met per 30-day supply		\$150 per 30-day supply	

**CITY OF CONROE  
STOP LOSS RATE HISTORY**

<b>STOP LOSS</b>	<b>2020 Berkley</b>	<b>2019 Berkley</b>	<b>2018 Berkshire Hathaway</b>	<b>2017 Berkshire Hathaway</b>	<b>2016 Cigna</b>
Specific Deductible	<b>\$137,500</b>	<b>\$137,500</b>	<b>\$137,500</b>	<b>\$137,500</b>	<b>\$137,500</b>
Specific Contract Type	Paid	Paid	Paid	Paid	Paid
Specific Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Specific Stop Loss Lifetime Max Specific Stop Loss	Unlimited Unlimited	Unlimited Unlimited	Unlimited Unlimited	Unlimited Unlimited	Unlimited Unlimited
Specific Rates: Composite	\$176.18 (includes \$2.50 underwriting fee)	\$148.72 (includes \$2.50 underwriting fee)	\$145.83 (includes \$2.50 underwriting fee)	\$122.55 (includes \$2.50 underwriting fee)	\$111.82
Aggregate Corridor	120%	120%	120%	120%	120%
Aggregate Contract Type	Paid	Paid	Paid	Paid	Paid
Aggregate Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Contract Max	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	Unlimited
Aggregate Accommodation	Not Included	Not Included	Not Included	Not Included	Not Included
Aggregate Premium	\$10.09	\$9.90	\$4.82	\$3.21	\$6.09
Aggregate Factors: Composite	\$1,512.62	\$1,512.62	\$1,432.50	\$1,475.14	\$1,176.91
Laser Liability	\$475,000 Heart Failure	\$475,000 Heart Failure	1) \$250k Pre term Newborn, 2) \$250k Heart Failure 3) \$210k Sepsis / Kidney Failure		

# **SUBMISSION FORMS**

**SUBMISSION FORM  
STOP LOSS**

	<b>CARRIER</b>	<b>CARRIER</b>	<b>CARRIER</b>
Specific Deductible	<b>\$137,500</b>	<b>\$162,500</b>	<b>\$187,500</b>
Specific Contract Type	PAID	PAID	PAID
Specific Coverages	Medical / Rx	Medical / Rx	Medical / Rx
Specific Rates:			
Employee	\$	\$	\$
Employee & Family	\$	\$	\$
Composite	\$	\$	\$
Aggregate Corridor	120%	120%	120%
Aggregate Contract	PAID	PAID	PAID
Aggregate Coverages	Medical / Rx	Medical / Rx	Medical / Rx
Aggregate	\$	\$	\$
Aggregate Premium	\$	\$	\$
Aggregate Rates:			
Employee	\$	\$	\$
Employee & Family	\$	\$	\$
Composite	\$	\$	\$
Minimum Attachment	\$	\$	\$
Terminal Liability	\$	\$	\$
Laser Liability			
Other			
AM Best Rating			

The costs above are based upon the Current TRIPLE Option plan of benefits requested and outlined in the RFP.

\_\_\_\_\_  
Signature

## Summary Conditions & Specifications - RFP

**In submitting this quote/proposal, the respondent agrees and certifies to the following conditions:**

1. Non-Inducement Statement: The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the City of Conroe in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.
2. Non-Debarment Statement: The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
3. Validity Statement: If this proposal is accepted and a firm contract is entered, the undersigned offers and agrees, within one-hundred twenty (120) calendar days from the proposal date, to supply any or all items/services upon which prices are offered at the designated point and within the time specified.
4. Non-Collusion Statement: The respondent hereby certifies that he/she has made this quote independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to this proposal, with any other respondent or with any other competitor.
5. Conflict of Interest Statement: The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. Conduct Statement: The respondent certifies by signing below that all of the above statements are true, and he/she has read the entire proposal document and agrees to abide by the terms, certifications, and conditions outlined.
7. Ethics Forms: Form 1295, CIQ, HB 89 and SB 252.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## REFERENCES:

Please list two (2) current and two (2) former references, **other than the City of Conroe**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this RFP.

### CURRENT - REFERENCE ONE

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

### CURRENT - REFERENCE TWO

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

### FORMER - REFERENCE ONE

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**VENDOR REFERENCES CONTINUED**

**FORMER - REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

## **ATTACHMENTS:**

- **Current SPDs and policies or booklets**
- **Census**
- **Claims Data**
- **CIQ, 1295, HB 89, SB 252**



# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

### OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1** Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

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.

**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**

\_\_\_\_\_  
("Company or Business Name")  
**House Bill 89 Verification**

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

*Pursuant to Section 2270.001, 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.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

**CITY OF CONROE  
PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, \_\_\_\_\_, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFP or Vendor number

**CERTIFICATION CHECK PERFORMED BY:**

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date