

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR PROPOSALS (RFP)**

1. PROPOSAL NO.: 19-249-07-30
2. ISSUE DATE: July 9, 2019
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

Stop Loss Insurance

5. PRE-PROPOSAL CONFERENCE:
(Strongly Recommended)
****** There WILL be a conference. ******
LOCATION: City of Mission
 1201 E. 8th Street
 Mission, TX 78572
DATE: July 17, 2019
TIME: 10:00 AM CST

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __07__/_09__/_19__
 2nd Week of Advertisement Date: __07__/_16__/_19__

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

City of Mission
Purchasing Department
 1201 E. 8th Street R101
 Mission, TX 78572
 Bid # 19-249-07-30

8. OFFER SUBMISSION DUE DATE AND TIME:
DATE: July 30, 2019
TIME: 2:00 PM CST

9. No Facsimiles or late arrivals will be accepted. Any proposals received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFP.

10. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for proposals.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER
(To be completed by Offeror)

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. PROPOSERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. PROPOSERS SIGNATURE & DATE:

AWARD
(To be completed by City of Mission)

18. TOTAL AMOUNT OF AWARD:

19. DIRECTOR OF PURCHASING SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ____/____/____

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Technical Proposal	YES
		Price Proposal	YES
		Insurance Certificate	NO
●	Scope of Service	Description of Stop Loss Insurance	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire	YES

21. ACKNOWLEDGMENT OF ADDENDUMS:

Offeror acknowledges receipt of the following addendum(s) to the solicitation:

(Identify addendum number and date of each.)

	ADDENDUMS #	DATE	ADDENDUMS #	DATE

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Proposal *****

CITY of MISSION

100 YEARS AND GROWING STRONG!

EMPLOYEE INSURANCE BENEFITS

Stop Loss Insurance RFP

Date	Item
07/01/2019 – Monday	Agenda Item – Authorization to solicit RFP's
07/09/2019 – Tuesday	Solicit RFP's (21 days) 7/09 – 7/29
07/09/2019 – Tuesday	Advertisement #1 – The Monitor
07/16/2019 – Tuesday	Advertisement #2 – The Monitor
07/17/2019 – Tuesday	Pre-Proposal Meeting at 10:00 a. m.
07/18/2019 – Wednesday	Pre-Proposal questions due to Purchasing by 5:00PM
07/30/2019 – Tuesday	RFP Opening at 2:00 p.m.
08/02/2019 – Friday	Committee Meeting 9:00 a.m. – Review proposals
08/05/2019 – Monday	Best and Final Offers thru 08/07/2019
08/09/2019 – Friday	Committee Meeting 4:00 p.m. – Review BAFO's
08/26/2019 – Monday	Agenda Item – Authorization to Award

CITY of MISSION

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City of Mission Human Resources Department

Request for Proposal

Stop Loss Insurance

Effective 10/01/2019

City of Mission
Instructions to Proposer – General Terms & Conditions
Proposal Name/No.: Stop Loss Insurance / 19-249-07-30

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful Proposer, it will be required that **“Stop Loss Insurance”** be provided as specified. City of Mission is seeking proposals from qualified firms to provide Stop Loss Insurance.

- (1) Sealed Proposals will be received for **“Stop Loss Insurance”** in accordance with the scope or service attached hereto.
- (2) **Pre-proposal Conference:** A Pre-proposal Conference shall be held on **Wednesday, July 17, 2019** at 10:00 a.m. at Mission City Hall, 1201 E. 8th Street, Mission, TX 78572. All prospective proposers are encouraged to attend.
- (3) **Request for Clarification and/or Modifications:** The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by the fifth (5) day before the due date for proposals. Those requests may be faxed to (956)580-8798 or emailed to ccantu@missiontexas.us. City of Mission assumes no responsibility for delayed or lost responses. Proposers should contact the Buyer if they believe a response is missing or lost.

- (4) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

- (5) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

- (6) Preparation of Proposals

(a) Proposer are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of Proposals. Failure to do so will be at the Proposer's risk.

(b) Each Proposer shall furnish the information required by the solicitation. Proposals shall be submitted utilizing the forms in the solicitation. Proposer shall sign and print or type their name on the Proposal form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the Proposal. Proposals signed by an agent of the Proposer (other than an officer or a partner of the Proposer) are to be accompanied by evidence of the agent's City (unless such evidence has been previously furnished to the City).

(c) All blanks on the Proposal form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items Proposal. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the Proposal form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Proposals for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the Proposal may be a basis for rejection of the Proposal as nonresponsive.

(e)The Proposer must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(7) Submission of Proposals

(a) Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the City of Mission, Buyer at the address specified in the solicitation. The Proposer shall show the hour and date specified in the solicitation for receipt of Proposals, the solicitation number, and the Proposer's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic Proposals will not be considered unless authorized by the solicitation; however, Proposals may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of Proposals.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the Proposer's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the Proposal shall include the legal name of the Proposer and a statement whether the Proposer is a sole proprietorship, a corporation, or any other legal entity. A Proposal for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(8) Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach Proposer before the submission of Proposals. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of Proposal.** Oral explanations or instructions given before the award of any contract, at any pre-Proposal conferences or otherwise, will not be binding on the City. Any information given to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposer as an addendum to the solicitation, if such information is necessary to Proposer in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposer.

(9) Evaluation and Selection of Proposals:

General:

- a) **Separate Packages.** Proposers are required to respond to this RFP with two separate packages: a technical proposal and a price proposal. City of Mission's Evaluation Committee will first evaluate the technical proposals. These will be ranked within a technical competitive range.
- b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- c) **Organization of Technical Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** City of Mission shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.

(10) Evaluation of Technical Proposal:

- a) **Initial Evaluation.** All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda. Evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.
- b) **Review.** The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the 100 point rating system. The technical evaluation shall be based on the responsiveness of the technical submittal to the needs of City of Mission and to the requirements of the technical specifications with a maximum numerical rating as indicated herein.
- c) **Evaluation Form.** Each member of the Evaluation Committee shall complete an evaluation form for each technical proposal submitted. The final technical rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

(11) Interviews, Discussions, and Negotiations:

- a) **Interviews:** The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.
- b) **Negotiations.** The committee or designated members of the committee will negotiate separately with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer."

(12) Best and Final Offer. The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

(13) Acknowledgment of Addendums to Request for Proposals

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposer shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the Proposal form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

(14) Proposals must give full firm name and address of offeror, and be manually signed. Failure to do so will disqualify your Proposal. Person signing Proposal must show title or **CITY TO BIND HIS FIRM IN A CONTRACT.** *Firm name and authorized signature must appear on each page that calls for this information.*

(15) Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. No Proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

(16) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL. Contractors are not tax exempt.

(17) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful Proposer and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

- (18) Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.
- (19) The City of Mission reserves the right to reject any or all Proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (20) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a Proposer quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (21) The Proposer agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (22) **Proposer shall carefully examine the Proposal forms, general terms and conditions, and specifications.** Should the Proposer find discrepancies in, or omissions from Proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Buyer (Mission City Hall, ccantu@missiontexas.us (956) 580-8667) and obtain clarification by addendum prior to submitting any Proposal.
- (23) **BILLING AND PAYMENT INSTRUCTIONS:**
- Invoices must include:
- a. Name and address of successful vendor
 - b. Name and address of receiving department or official
 - c. Purchase Order Number (if any)
 - d. Notation - **"Stop Loss Insurance"**
 - e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.
- (24) Funds for this procurement have been provided through Local Funding for this fiscal year only. The award of a Proposal or contract hereunder will not be construed to create a debt for the City which is payable out of local funds beyond the current fiscal year.
- (25) The geographical location(s) of Proposer's facilities referenced **"Stop Loss Insurance"** given due consideration in determining the lowest responsible Proposer. All items will be evaluated and awarded individually or in any combination thereof.
- (26) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (27) Proposer must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- (28) Proposer are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require

the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(29) Termination For Convenience: City of Mission may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of City of Mission by giving 30 days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to City of Mission, the Contractor will account for the same and dispose of it in the manner City of Mission directs.

(30) Termination For Default:

Default: In the event that the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten (10) days of written notice from City of Mission cure such breach or violation. City of Mission may immediately terminate the Contract, and shall pay the Contractor only its allowable cost to date of termination.

Notice: Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

City of Mission Options: In case of default on the part of the Contractor, the Contract may be terminated and in such event:

- a. City of Mission may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract, or
- b. City of Mission may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to City of Mission any amounts paid by City of Mission to the Contractor, and City of Mission shall have no further liability to the Contractor.
- c. City of Mission may contract to acquire supplies or services similar to those terminated.

(31) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(32) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

NOTICE TO PROPOSER

Information provided in these specifications is to be used for purposes of preparing a proposal detailing costs of providing the services and insurance specified. It is further expected that each proposer will read these specifications with care, since failure to meet each condition or a combination of specified conditions may disqualify proposal.

Information provided by City of Mission includes the following reports for period October 2018 thru May 2019:

1. Census
2. Case Management Notes
3. Denied Claims
4. Enrollment by Coverage Tier Plan
5. ISL
6. Lag Report
7. Month Expense Trend – Rolling 12
8. Network Savings Analysis
9. Pended Claims
10. Pre-Authorization Inpatient Activity
11. Plan Document

CITY OF MISSION reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed best and most advantageous to CITY OF MISSION.

Proposer is required to submit proposal on the basis of these specifications. Any exceptions to coverage requested herein must be clearly noted in writing and be included as a part of the proposal.

CITY OF MISSION believes that the data contained in these specifications is sufficient for preparation for a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty.

Requests for additional information should be directed in writing to: CITY OF MISSION, Eduardo Belmarez, Purchasing Director, 1201 E. 8th Street, Mission, TX 78572, Phone (956) 580-8667, Fax (956) 580-8798, Email address ebelmarez@missiontexas.us.

If Agent services are included in the RFP, each vendor shall only propose on behalf of one (1) agent. This designation must be made on vendor letterhead.

If any commission fees or other reimbursement arrangements are paid to any individual or organizations, they must be disclosed in the proposal as to who is paid and how much.

The information contained in these specifications/requirements is to be used only in connection with preparing a proposal.

All records, files and miscellaneous data necessary to administer the plan shall be and remain the property of the CITY OF MISSION.

TIMETABLE

1. These specifications are to be released for action at 10:00 am **Tuesday, July 9, 2019.**
2. One (1) original and two (2) copies of the proposals are to be delivered or mailed to City of Mission, C/O Eduardo Belmarez, Purchasing Director, 1201 E 8th Street, Mission Texas, 78572 to arrive by 2:00 PM **Tuesday, July 30, 2019.**
3. Consideration and action on the Proposals will be presented to the City Council on or about **August 26, 2019.**
4. The successful proposer will be notified after the selection has been approved by City Council.
5. Coverage is to be effective **October 1, 2019.**
6. Policies or contracts are to be provided to CITY OF MISSION no later than 30 days after such effective date.
7. The contract term desired is one (1) year.

CRITERIA USED IN EVALUATING PROPOSALS

1. No insurance proposals will be accepted from insurers without a Best's Rating, of at least an "A-" in the most recent edition of BEST'S KEY RATING GUIDE FOR LIFE/HEALTH.
2. Any insurers shall be duly licensed by the state of Texas, and comply with all applicable state insurance laws and requirements or duly constituted applicable insurance regulatory authorities.
3. The proposal must be in easily understood format with coverage clearly outlined.
4. Proposals will be evaluated on cost along with technical criteria.
5. A total of 100 points will be used for scoring.
 - a. Premium Cost 60 pts
 - b. Excess Claim Expense (Lasering) 30 pts
 - c. Claim Process/Turnaround Time 10 pts

City of Mission
Individual Stop Loss Insurance (ISL)
Aggregate Stop Loss Insurance (ASL)
Request for Proposal Submission Form

RFP ASSUMPTIONS:

1. Proposal is to be based on the provided census.
2. Contract effective date is to be October 1, 2019.
3. CITY OF MISSION will only consider stop loss insurance policies meeting the following:
 - a. Specific and Group Aggregate Policy on a 12/15 and 12/24 for Medical and Drug (Rx).
 - b. Medical and Drug (RX) Specific Coverage with \$100,000; and \$125,000 Stop loss.
 - c. Medical and Drug Aggregate Coverage at 115% and 125% of expected claims
 - d. Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data. Insurance Company Quotation Document with all terms clearly listed.
 - e. All rates must be guaranteed and fixed on the date of the contract award.
 - f. Waive Actively at Work Provisions.

QUESTIONS:

1. Describe the business entity submitting the proposal:

- a. Insurance Company Name: _____
- b. Address: _____
- c. Contact Person: _____
- d. Telephone Number: _____
- e. Year Founded (Ins. Co): _____
- f. What percentage of overall business is Health related? _____
- g. Managing Underwriter's Name: _____
- h. Year Founded (Managing Underwriter): _____
- i. Number of Years for Representing Insurance Company: _____
- j. Type of Business Entity: Corporation General Partnership Sole Proprietorship
 Registered Limited Liability Partnership Limited Liability Company

2. Describe Financial Stability of Insurance Company:

a.

Financial Rating Service	Current Rating	Prior Year Rating
A.M. Best		
Standard & Poors		
Moody's		

b. Is Insurance Company authorized to do business in Texas? _____

3. Provide three (3) Texas client references (preferably public entities):

Company Name: _____

Company Contact information: Name _____ Phone Number _____

Company Name: _____

Company Contact information: Name _____ Phone Number _____

Company Name: _____

Company Contact information: Name _____ Phone Number _____

4. a. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes ___ No ___

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

- b. Does the business entity have any claims filed against it which are unresolved and presently pending before any State of Texas Administrative agency? Yes___ No___

If yes, please provide a full description of the charges

5. Financial Information:

- a. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years? Yes___ No___

If yes, please describe:

- b. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years? Yes___ No___

If yes, please describe:

6. Describe insurance coverage (include copy of Insurance Certificate):

- a. The business entity must provide satisfactory evidence of existing insurance coverage in the amount of \$1,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

7. Describe ISL and ASL claim payment:

- a. What reimbursement methods are available? _____

- b. What is the definition of "paid claim" to be eligible for reimbursement?

- c. Can CITY OF MISSION HR Director and authorized City representative speak directly to claim examiner for questions related to payment of claim? Yes___ No___

Comment: _____

- d. What is the normal processing time for ISL claim? _____

- e. What is normal processing time for ASL claim? _____

- f. What expenses related to investigation of claim are eligible for reimbursement (e.g. hospital audit, medical records, etc) by the stop loss carrier?

g. If CITY OF MISSION has negotiated with providers, will these discounts be accepted, in lieu of doing a hospital or other audit? Yes___ No___

h. Describe documentation needed for ISL claim reimbursement:

8. Describe Underwriting:

a. Will any claimants be excluded or assigned a higher deductible (lasered)? Yes___ No___

If so, please describe: _____

9. Did you provide a Specimen Stop Loss Contract? Yes___ No___

10. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in CITY OF MISSION Plan Document? Yes___ No___

If so, please describe: _____

11. Are the actively-at-work and disabled dependent provisions waived for the effective date of the contract? Yes___ No___

12. Please state any variations to the Request for Proposal Assumptions or other qualifications for your proposal:

13 After the ISL deductible is reached will the stop loss carrier pay claims directly to vendor or require CITY OF MISSION to pay claim and be reimbursed? _____

If reimbursed what is turnaround time? _____

14. For what period of time are quoted rates guaranteed? _____

15. Are quoted rates net of agent commissions and overrides? Yes___ No___

If no, please describe: _____

16. Do quoted rates include advance funding for:

a. Specific Claims? Yes___ No___

If no, additional cost to provide: _____

b. Aggregate Claims? Yes___ No___

If no, additional cost to provide:

17. Is the quote based on the services of a specific provider network? Yes___ No___

18. Please use the Exhibit A for rate submission for Stop Loss insurance.

AGENT INFORMATION

To be completed if agent services are to be used by insurance company or service provider (please provide agent information where it applies).

1. Copy of Agent's E&O Insurance Certificate.
2. Copy of Agent's Insurance License.
3. Name and mailing address for Agent.

4. Agent's relationship with insurance company or service provider (length of time, number of groups, number of employee lives).

5. Agent services to be provided.

6. Agent experience in life insurance industry.

7. Agent commission included in your premium.

Agent Commission: % of premium _____ Agent Commission: Amount _____

8. Please provide a reference list we may contact.

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Proposal Certification
Proposal Name/No.: "Stop Loss Insurance"/ 19-924-07-30

I/We have read instructions to Proposer and specifications. My/Our Proposal conforms to all Proposal specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to Proposer and specifications.

The undersigned Proposer, by signing and executing this Proposal, certifies and represents to the CITY OF MISSION that Proposer has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this Proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this Proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this Proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this Proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this Proposal, the submission of this Proposal, the award of this Proposal or the performance, delivery or sale pursuant to this Proposal.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed Proposal.

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information with the bid/proposal, as indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of owners, officers and directors for corporations, partners for partnerships, and ventures for joint ventures sole proprietors (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____

Signature: _____ Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist City of Mission in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the City of Mission Purchasing Department for this purpose. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

This authorization form shall be submitted in accordance with the applicable provision(s) in General Terms and Conditions, or as otherwise requested. City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof.

Name of Bank/Financial Institution

Account Number

Address

Account Type: e.g., Savings, Checking, Other (Identify)

City, State, Zip Code

Name of Bank Officer Familiar with the Account

Telephone

Fax

Email Address

Name of Business

Address

City

State

Zip Code

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors list; or/and 4) legal action(s) applicable under federal, state or local law.

Name: _____ Title: _____

Signature: _____ Date: _____
(Owner, CEO, President, Majority Stockholder, or Designated Representative)

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

FORM CIQ

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.

OFFICE USE ONLY

Date Received

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.