



## **FY24-019 - RFP - Health Plan Benefits Addendum 1**

### **FY24-019 - Self Funded & Fully Insured Medal Plans, Pharmacy, Dental, Stop Loss & Related Services**

Issue Date: 11/2/2023

Questions Deadline: 11/15/2023 12:00 PM (CT)

Response Deadline: 12/4/2023 05:00 PM (CT)

City of Laredo Purchasing

### **Contact Information**

Contact: Elsa Hinojosa

Address: Human Resources

City Hall

1st Floor / HR 1

1110 Houston St.

Laredo 78040

Phone: (956) 727-6460

Email: [aalviar@ci.laredo.tx.us](mailto:aalviar@ci.laredo.tx.us)



## Event Information

Number: FY24-019 - RFP - Health Plan Benefits Addendum 1  
Title: FY24-019 - Self Funded & Fully Insured Medical Plans, Pharmacy, Dental, Stop Loss & Related Services  
Type: Request For Proposal  
Issue Date: 11/2/2023  
Question Deadline: 11/15/2023 12:00 PM (CT)  
Response Deadline: 12/4/2023 05:00 PM (CT)  
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for Proposals may be hand delivered at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M. on December 4, 2023** and all RFP's received will be opened and publicly acknowledged at **9:00 A.M. on December 5, 2023.**

## Ship To Information

Contact: Jose A. Valdez, Jr.  
Address: City Secretary  
City Hall  
1110 Houston St  
3rd floor  
Laredo, TX 78043  
Phone: (956) 791-7312

## Billing Information

Contact: Jorge Jolly  
Address: Accounts Payable  
City Hall  
2nd  
PO Box 210  
Laredo, TX 78042  
Phone: (956) 791-7326  
Email: jjolly@ci.laredo.tx.us

## Bid Attachments

### Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

[Download](#)

Conflict of Interest Questionnaire (CIQ)

### Non-Collusive Affidavit Form.pdf

[Download](#)

Non-Collusive Affidavit Form Non-Collusive Affidavit Form is required to be filled-out, notarized, and uploaded as part of your submittal.

### Form 1295- Certificate of Interested Parties.pdf

[Download](#)

Form 1295 TEC 1295 Form Certificate of Interested Parties, will be required to be submitted upon award of contract.

### 2024 Health Plan Services RFP Ad.pdf

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2024 Health Plan Services RFP Ad

### Copy of City of Laredo\_RFP Workbook\_2024.xlsx

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Attachment A - City of Laredo RFP Workbook\_2024



<b>Copy of City of Laredo GBS - 2024 Rx RFP.xlsx</b>	<a href="#">Download</a>
Attachment B - City of Laredo GBS - 2024 Rx RFP	
<b>Copy of City of Laredo Formulary Disruption Results.xlsx</b>	<a href="#">Download</a>
Attachment C - City of Laredo Formulary Disruption Results	
<b>Copy of City of Laredo Stop Loss RFP Workbook.xlsx</b>	<a href="#">Download</a>
Attachment D - City of Laredo Stop Loss RFP Workbook	
<b>143061 City of Laredo PPO High Dental Benefit Summary 2023 English Version.pdf</b>	<a href="#">Download</a>
Dental - Attachment E	
<b>143061 City of Laredo PPO Low Dental Benefit Summary 2023 English Version.pdf</b>	<a href="#">Download</a>
Dental - Attachment E	
<b>Copy of City of Laredo top 50 dental prov by CLAIMANTS thru 8.2023 (1).xls</b>	<a href="#">Download</a>
Dental - Attachment E	
<b>Copy of City of Laredo top 50 dental prov by PAID thru 8.2023.xls</b>	<a href="#">Download</a>
Dental - Attachment E	
<b>Enrollment Report through 9-23.xls</b>	<a href="#">Download</a>
Dental - Attachment E	
<b>#1614983 CITY OF LAREDO Provider Claims Summary (for Disruption Requests).xlsx</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>#1616399 CITY OF LAREDO Enrollment by Coverage Tier (31).xlsx</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>#1649922 CITY OF LAREDO Provider Claims Summary (for Disruption Requests).xlsx</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>0992180003.1023.docx</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>0992180011.1023.docx</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>2180800009.1023.docx</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>SBC_099218_099218_0011_City of Laredo_PPO_10-01-2023 to 09-30-2024_2020-10-01_v1.pdf</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>SBC_099218_218080_0009_City of Laredo_HSA_10-01-2023 to 09-30-2024_2017-10-01_v1.pdf</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>SBC_099218_299102_0012_City of Laredo_HMO_10-01-2023 to 09-30-2024_2020-10-01_v1.pdf</b>	<a href="#">Download</a>
Medical - Attachment E	
<b>NO PHI City of Laredo_Standard_Consultant_Claims_File_01.01.22_to_12.31.22.xlsx</b>	<a href="#">Download</a>
Pharmacy - Attachment E	
<b>NO PHI City of Laredo_Standard_Consultant_Claims_File_01.01.23_to_08.31.23.xlsx</b>	<a href="#">Download</a>
Pharmacy - Attachment E	



<b>2023 Signed Stop Loss V2.pdf</b>	<a href="#">Download</a>
Stop Loss - Attachment E	
<b>92020-82021-Dynamic Claimant.xlsx</b>	<a href="#">Download</a>
Stop Loss - Attachment E	
<b>92021-82022-Dynamic Claimant.xlsx</b>	<a href="#">Download</a>
Stop Loss - Attachment E	
<b>92022-02023-Dynamic Claimant.xlsx</b>	<a href="#">Download</a>
Stop Loss - Attachment E	
<b>Total Paid Claims (55).xlsx</b>	<a href="#">Download</a>
Stop Loss - Attachment E	
<b>City of Laredo Census.xlsx</b>	<a href="#">Download</a>
City of Laredo Census - Attachment E	
<b>2023-City of Laredo Benefit Booklet.CDHP.pdf</b>	<a href="#">Download</a>
2023-City of Laredo Benefit Booklet.CDHP.pdf	
<b>2023-City of Laredo Benefit Booklet.GFR1.pdf</b>	<a href="#">Download</a>
2023-City of Laredo Benefit Booklet.GFR1.pdf	
<b>2023-City of Laredo Benefit Booklet.HMO Blue Essentials.pdf</b>	<a href="#">Download</a>
2023-City of Laredo Benefit Booklet.HMO Blue Essentials.pdf	
<b>2023-City of Laredo Benefit Booklet.PPO Core.pdf</b>	<a href="#">Download</a>
2023-City of Laredo Benefit Booklet.PPO Core.pdf	
<b>2024 Summary of Benefits.pdf</b>	<a href="#">Download</a>
2024 Summary of Benefits.pdf	
<b>143061 City of Laredo PPO High Dental Benefit Summary 2023 English Version.pdf</b>	<a href="#">Download</a>
143061 City of Laredo PPO High Dental Benefit Summary 2023 English Version.pdf	
<b>143061 City of Laredo PPO Low Dental Benefit Summary 2023 English Version.pdf</b>	<a href="#">Download</a>
143061 City of Laredo PPO Low Dental Benefit Summary 2023 English Version.pdf	
<b>Addendum Notice Signed.pdf</b>	<a href="#">Download</a>
Addendum Notice Signed.pdf	
<b>ADDTAGSF-01.PDF</b>	<a href="#">Download</a>
ADDTAGSF-01.PDF	
<b>City of Laredo Claims Report through 9-23.xls</b>	<a href="#">Download</a>
City of Laredo Claims Report through 9-23.xls	
<b>City of Laredo Q and A.docx</b>	<a href="#">Download</a>
City of Laredo Q and A.docx	
<b>Dental Plan Elections- census.xlsx</b>	<a href="#">Download</a>
Dental Plan Elections- census.xlsx	
<b>DENTBK15SF-01.PDF</b>	<a href="#">Download</a>
DENTBK15SF-01.PDF	
<b>DENTBK15SF-02.PDF</b>	<a href="#">Download</a>
DENTBK15SF-02.PDF	
<b>DENTSB15SF-01A.PDF</b>	<a href="#">Download</a>
DENTSB15SF-01A.PDF	



**DENTSB15SF-02A.PDF**[Download](#)

DENTSB15SF-02A.PDF

**FSA Medical Reimbursement Census.xlsx**[Download](#)

FSA Medical Reimbursement Census.xlsx

**FSA-Dependent Care Census.xlsx**[Download](#)

FSA-Dependent Care Census.xlsx

**HSA Participants Census.xlsx**[Download](#)

HSA Participants Census.xlsx

**LETTERS07-PS.PDF**[Download](#)

LETTERS07-PS.PDF

**Medical Census with elections.xlsx**[Download](#)

Medical Census with elections.xlsx

**Over 65 Census-Medicare Advantage Plan with RX.xlsx**[Download](#)

Over 65 Census-Medicare Advantage Plan with RX.xlsx

**Retiree and COBRA Census.xlsx**[Download](#)

Retiree and COBRA Census.xlsx

**Retiree Under 65 and COBRA Census.xlsx**[Download](#)

Retiree Under 65 and COBRA Census.xlsx

**SBC\_099218\_099218\_0003\_City of Laredo\_PPO\_10-01-2023 to 09-30-2024\_2005-10-01\_v1.pdf**[Download](#)

SBC\_099218\_099218\_0003\_City of Laredo\_PPO\_10-01-2023 to 09-30-2024\_2005-10-01\_v1.pdf

**SBC\_099218\_099218\_0011\_City of Laredo\_PPO\_10-01-2023 to 09-30-2024\_2020-10-01\_v1.pdf**[Download](#)

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**SBC\_099218\_218080\_0009\_City of Laredo\_HSA\_10-01-2023 to 09-30-2024\_2017-10-01\_v1.pdf**[Download](#)

SBC\_099218\_218080\_0009\_City of Laredo\_HSA\_10-01-2023 to 09-30-2024\_2017-10-01\_v1.pdf

**SBC\_099218\_299102\_0012\_City of Laredo\_HMO\_10-01-2023 to 09-30-2024\_2020-10-01\_v1.pdf**[Download](#)

SBC\_099218\_299102\_0012\_City of Laredo\_HMO\_10-01-2023 to 09-30-2024\_2020-10-01\_v1.pdf

## Requested Attachments

**Conflict of Interest***(Attachment required)***Non-Collusive Affidavit Form***(Attachment required)*

Non-Collusive Affidavit Form is required to be filled-out, notarized, and uploaded as part of your submittal.

**Form 1295***(Attachment required)*

TEC 1295 Form Certificate of Interested Parties, will be required to be submitted upon award of contract.



## Bid Attributes

### 1 Addendum

Addendum Requires Acknowledgement

☐ Acknowledge

(Required: Check if applicable)

### 2 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☐ I agree

(Required: Check if applicable)

### 3 Terms and Conditions Request for Proposals

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**



(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

#### **7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us). Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

#### **8.0 VENDOR DISCOUNTS**



(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### **9.0 INTENT OF CONTRACT**

(a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

***"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."***

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. ~~In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor.~~ The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### **11.0 ENTIRE AGREEMENT**

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

#### **12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us) For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE



OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES  
SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES  
CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ I Agree to the Terms and Conditions

(Required: Check if applicable)



#### 4 Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ I agree my insurance meets minumum requirements

(Required: Check if applicable)



## 5 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ I certify to the terms and conditions

(Required: Check if applicable)



## 6 Contract Requirements

**1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5.

Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of RFP Only\*\***

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. 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 or state agency. The law applies only to a contract of a 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. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ I have read and understand this section

(Required: Check if applicable)



**7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)****Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☐ I have read and understand this section

(Required: Check if applicable)

**8 Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

**9 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

(Required: Maximum 1000 characters allowed)

**10 State how long under has the business been in its present business name**

(Required: Maximum 1000 characters allowed)

**11 If applicable, list all other names under which the Business identified above operated in the last five years**

(Required: Maximum 4000 characters allowed)

**12 State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.



**1  
3 Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

(Required: Maximum 4000 characters allowed)

**1  
4 Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

(Required: Maximum 4000 characters allowed)

**1  
5 State if the Company is a certified minority business enterprise**

- ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)  
☐ Disadvantaged Business Enterprise (DBE) ☐ Other  
☐ This company is not a certified minority business

(Required: Check only one)



## Supplier Information

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

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

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*



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**Required Documents Checklist:**

**Pharmacy:**

City of Laredo GBS - 2024 Rx RFP

City of Laredo formulary Disruption Results

**Stop Loss:**

City of Laredo Stop Loss RFP Workbook

**All other lines:**

City of Laredo\_RFP Workbook\_2024

*(Response required)*

Quantity:   1   UOM:   EA  

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
*(Attach separate sheet)*

**Item Attributes**

**1. Required Documents**

I have read and understood that the required documents listed are required to be submitted along with the RFP.

☐ I have read and understood this requirement.

*(Required: Check if applicable)*



#### 4. Claim Adjudication Turnaround - Non-Investigated Claims

##### Guarantee

1. Proposer will guarantee the average claim turnaround time for non-investigated claims during the contract period will not exceed an average of 16 calendar days for 90% of processed claims.
2. Definition: A non-investigated claim shall mean a complete claim received with information sufficient to allow the vendor to make a final claim determination. Proper measure turnaround time from the claimant's viewpoint. That is , turnaround time is measured from the date the check or EOB is mailed for member payable claims or is in a ready for payment status for providers. Weekends or holidays are included in the turnaround time.
3. Measurement criteria: A computer generated turnaround time report for specific claims will be provided on a monthly basis.

#### 5. Claim Dollar Payment Accuracy

##### Guarantee

1. Proposer will guarantee the average claim payment accuracy, as measure by the dollar amount of claims paid accurately divided by the total dollars, will be 98% or higher in any given quarter.
2. Definition: Accuracy shall be determined by dividing the total dollar amounts overpaid, as well as underpaid, by the sum of amounts actually paid. This is the error rate that then is subtracted from 100% to determine the claims accuracy level.
3. Measurement criteria: Vendor's internal quality control program results for assigned processors will be used.

#### 6. Data Reporting Delivery

##### Guarantee

1. Standard Reports will be delivered within 20 calendar days of the previous month.

#### 7. Customer Service

##### Guarantee

1. Telephone Service:
  1. 80% of calls answered within 60 seconds
  2. Less than 5% of calls abandoned.



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## Benefit Plan Year

October 1 to September 30. However, the City of Laredo reserves the right to change the plan year time frame in the future.

Item Notes:

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## Medical Plan Administration Performance Guarantees:

Performance standards in the areas of account management, health plan development and maintenance, member service, claims processing, data reporting and analysis, and implementation are described in the worksheet that follows. The standards are a part of the required proposal and will be a part of the contract. Any deviations must be highlighted. The standards and guarantees are noted below.

The criteria and guarantees are considered to be client specific – not based upon your book of business or assigned teams or departments. If you cannot meet this requirement, your response must clearly identify how you calculate your metrics.

If you are willing to establish claim target guarantees, please explain your methodology in establishing the target and the formula for reward / penalty if the target is met / failed. The City of Laredo reserves the right to negotiate performance guarantees with any network provider upon review of offers received.

Item Notes: \*\*The City of Laredo reserves the right to negotiate performance Guarantees with any network provider upon review of offers received\*\*

2  
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## Performance Guarantees:

### 1. Member Satisfaction

#### Guarantee

1. Proposer will develop and implement a mutually acceptable annual survey to evaluate member satisfaction with Proposer's performance, the performance of medical providers, and general satisfaction with the plan design in an effort to gauge general member understanding of the health plan.
2. Measurement criteria: Random sample survey designed with client approval.

### 2. Claim Adjudication (Payment Accuracy)

#### Guarantee

1. Proposer will guarantee the claim adjudication payment process will not exceed an error rate in any given quarter.
2. Definition: Number of correct claims payment divided by total number of payments made, expresses as a percentage.
3. Measurement criteria: Random sample audit or vendor generated management reports mutually agreed to report required information.

### 3. Claim Coding Accuracy

#### Guarantee

1. Proposer will guarantee the average coding accuracy will be 97.5% or higher in any given quarter.
2. Definition: Coding accuracy is determined by dividing the number of correct coding entries by the total number of coding.
3. Measurement criteria: Vendor's internal quality control program will be used.



## 2 Rates and Fees

3

- Whenever possible, any rates and fees should be guaranteed for the initial term of this agreement.
- All rates and fees quoted should specify any commission. If your proposal must contain any commissions or fees paid to non-employees of your company then full disclosure of the fees paid, the recipient receiving any fees, and services provided by any non-employee of your organization must be made.
- All fees should be guaranteed on a per employee per month or per member per month basis for all services.
- Administrative fees and rate-setting methodology for each year should be guaranteed for an initial term of 36 months or until September 30, 2027. Two additional 12-month time periods should be described in the event of a contract extension. Subsequently, changes in rates and fees must be provided six (6) months in advance.
- Fees for COBRA administration can be quoted separately or identified as included in the base administration fee.
- Fees for HIPAA administration can be quoted separately or identified as included in the base administration fee.
- Fees for network access should be quoted separately or included in the base administration fee.
- Fees for Utilization Review/Utilization Management should be quoted separately or identified as included in the base administration fee.
- Fees for Pharmacy Benefit Management, including administrative fees, dispensing fees, special program fees, discount guarantees and rebate guarantees should be quoted separately or identified as included in the base administration fee.
- Fees for Stop Loss Reinsurance should be quoted separately.

Item Notes: \*\*Administrative fees and rate-setting methodology for each year should be guaranteed for an initial term of 36 months or until September 30, 2027. Two additional 12-month time periods should be described in the event of a contract extension. Subsequently, changes in rates and fees must be provided six (6) months in advance\*\*

## 2 Account Structure

2

The City of Laredo will provide monthly eligibility data to the administrator for all covered employees.

The City of Laredo currently segments the population into the following categories for eligibility and claims data management: Active Civilian Employees, Police Department Employees; Fire Department Employees; COBRA Participants by Plan; Non-Medicare Eligible Retiree Participants.

Item Notes:

## 2 Administration Materials

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Claim and enrollment forms, provider directories, survey forms, summary plan description booklets, postage and other administrative materials to be prepared by administrator, with cost included in quoted fee.

Item Notes:

## 2 Future Employee Contributions

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The City of Laredo's reserves the right to modify employer contributions at any time in the future.

Item Notes:



**19** Disclosure of Commissions:

All offers are to be submitted specifying any payable commissions to any agents.

**20** Value Added Services:

In addition to the core services requested and currently provided, the City of Laredo is interested in any additional Value Added Services that your organization may offer. You are invited to provide a description of any additional services that may meet that description, such as educational seminars, on site wellness support and initiatives, health fair involvement, etcetera.

**21** General Services Provided:

- Since the City of Laredo reserves the right to award contracts to individual Proposers, each Proposer must have the capability and willingness to work with other Proposers if necessary and as otherwise described in this RFP.
- All Proposers must be HIPAA compliant and willing to enter into a mutually agreeable Business Associates Agreement.
- The City of Laredo reserves the right to select a network provider and / or Pharmacy Benefit Manager and/or stop loss provider independent of offers included with Third Party Administration proposals. Each Third Party Administrator Proposer needs to describe its ability to work with a wide variety of network, providers and Pharmacy Benefit Managers if necessary.
- All selected Proposers will need to establish links with City of Laredo's website and provide plan documents, forms, etc. as described in the City of Laredo Questionnaire exhibit.

**22** Online Enrollment and Eligibility:

The City of Laredo uses an on-line enrollment service administered by the Benefits Hub. All proposers should confirm their ability coordinate eligibility exchanges with the Benefits Hub.



**Claims Re-pricing Requirement:**

If your organization intends to provide medical provider network access you must follow these instructions to complete and submit a response to a re-pricing exhibit for medical and pharmacy claims. Repricing claims data will only be released to bona fide companies authorized to perform claims administrative and provider network services in the State of Texas for medical and prescription drug claims processing.

- Complete and return the provided "Use and Disclosure Agreement" to the purchasing department.
- Upon receipt of a properly executed form, the Purchasing department will provide Gallagher your contact information and an encrypted file will be transmitted to you electronically.

Return the completed file directly to Gallagher via e-mail to [natalie\\_haskett@ajg.com](mailto:natalie_haskett@ajg.com) prior to the submission deadline.

- The City is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code (the "Act"). If your response to the RFP contains material that you consider Confidential Information, you must indicate prominently on your response which sections are considered confidential. In the event the City receives a request under the Public Information Act for information you have deemed Confidential Information, it shall promptly notify you pursuant to the requirements of the Act, which places on you the burden of establishing the confidentiality of information pursuant to the Act, see section 552.305. It is expressly agreed that the City may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that the City, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City, its officers and employees shall have no liability to Vendor for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require Vendor or City to violate the terms of the Public Information Act.
- The re-pricing results should not apply any deductibles or co-share amounts. Assume all claims are eligible under the benefit plan.

Please re-price each claim, line by line, and summarize claim re-pricing amounts by hospital, physician, ancillary facility and all other claims. Itemize any claims provided that are not used in your re-pricing exhibit

Item Notes: \*\*Repricing claims data will only released to bona fide companies authorized to perform claims administrative provider network services in the State of Texas for medical and prescription drug claims processing\*\*

**Stop Loss Re-insurance:**

The City of Laredo currently maintains an individual stop loss deductible for medical and prescription drugs of \$300,000 with an unlimited lifetime maximum benefit. The City of Laredo also purchases aggregate stop loss.

\*\* Please submit offers using these criteria along with ISL alternatives. \*\*



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Effective Date:

October 1, 2024 and January 1, 2025

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Background Information:

The City of Laredo has a self-funded medical and dental plans for eligible Active Employees (approximately 3,085 Employees/6,263 total members) and non-Medicare Retirees. Medicare eligible retirees plans are fully insured.

***\*\*The current agreements with for the medical and dental plan providers will expire on 9/30/2024 and for Medicare eligible retiree plans on 12/31/2024. The City of Laredo is seeking proposals from qualified proposers to provide the requested services to administer these plans effective 10/1/2024 for medical and dental plans and 1/1/2025 for Medicare eligible retiree plans\*\****

Item Notes:

Currently, the City of Laredo offers three medical benefit plans for Active Employees and Retirees. At this time, the City of Laredo is requesting that proposers confirm their ability to offer the current benefit plan designs. Proposers should also include offers to provide creative network solutions and/or other plan alternatives. The City of Laredo reserves the right to amend the benefit plans at any time.

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Retiree Medical Insurance:

The City of Laredo currently offers a self-funded plan to the Non-Medicare Eligible Retirees. The City will entertain fully insured proposal for retiree insurance coverages similar to the benefits currently offered.



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**Contract Terms:**

The City of Laredo intends to award a three-year initial contract from October 1, 2024 through September 30, 2027 with the option to renew two (2) additional - one (1) year periods upon mutual agreement of all parties.

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1

**Contract:**

Each Proposer receiving an award from the City of Laredo will be expected to agree to a Contract in form and substance satisfactory to the City of Laredo and its legal counsel.

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2

**General Conditions and Instructions:**

If any person or entity was employed or retained by Proposer on a commission, percentage, or contingent fee to solicit or secure an award under this RFP, the same shall be disclosed in the response.

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It is important that all Proposers complete the appropriate tabs in the City of Laredo Workbooks and upload the response file in an Excel file format.

The Excel Workbooks are included (labeled) as Attachments A - D

Price: \$  Total: \$

☐ No bid

**Item Attributes**

**1. City of Laredo Questionnaire Excel Worksheet**

I have read and understood that these **City of Laredo Excel Workbooks** are required to be filled out and uploaded as part of my submittal.

☐ I have and understood this requirement  
(Required: Check if applicable)



8

## Evaluation Criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Cost (Combined Fees and Estimated Claims Expense)	40
Provider Networks	35
Extent to which the Goods or Services meet the City's needs in the form of:	
<ul style="list-style-type: none"> <li>• Customized Provider Networks</li> <li>• Customized Plan Design</li> <li>• Reputation</li> <li>• Customer Service (Local &amp; Corporate)</li> <li>• Reporting Capabilities</li> </ul>	25
<b>Total Points</b>	<b>100</b>

Price: \$ Total: \$ ☐ No bid

9

## Anticipated Timeline for RFP Process:

- Release of RFP November 2, 2023
- Deadline for Bidder Questions November 15, 2023 (12:00 P.M.)
- RFP due date December 4, 2023 (5:00 P.M.)
- RFP opening December 5, 2023 (9:00A.M.)
- Evaluate responses and provide initial report of findings January 10, 2024
- Presentations/Interviews from finalists (date TBD)
- Select finalists and request Best and Final Offers January 15, 2024
- Best and Final Offers due January 22, 2024
- Information submitted to City Council for information and action end of February
- Effective date October 1, 2024 for all lines, **except for Medicare Advantage which will be January 1, 2025**

**\*\*These are tentative dates and subject to change by the City of Laredo\*\***

Item Notes: RFP submittal due date/time: November 29, 2023 at 5:00 P.M.; late submittals will not be accepted or considered.



5

**Proposal Specifications:**

Each proposer is encouraged to present proposals that are based on its unique capabilities and resources and that, at the same time, recognize the City of Laredo's specific needs.

The assumptions upon which a proposal should be based are outlined in this RFP.

The City of Laredo will accept only one proposal (response from each) per Proposer. Multiple proposals from different Proposer offices or representatives will not be accepted.

All electronic documents submitted should be in a searchable file format using Microsoft Word or Adobe Acrobat Reader.

Do not make any changes to the questions or tables in this RFP. You are welcome to elaborate and offer additional information to supplement your response in separate documents.

6

**Proposal Presentation:**

Proposers may be requested to make a formal presentation at the City of Laredo's offices in Laredo, Texas. The City of Laredo reserves the right to record all presentations.

Price: \$

Total: \$

☐ No bid**Item Attributes****1. I have read and understood this requirement.**☐ I acknowledge*(Required: Check if applicable)*

7

**Claim Office or Site Visit:**

The City of Laredo may wish to conduct an on-site review and evaluation of the claims processing, offices, or facilities of one or more Proposers. It is expected that any such Proposer will provide a live demonstration of the entire scope of its operations, including (but not limited to) claims adjudication, claim inquiries, utilization review, provider auditing techniques, provider referral procedures, and internal quality assurance.

Price: \$

Total: \$

☐ No bid**Item Attributes****1. Line Item Required Acknowledgement**

Line Item Required Acknowledgement

☐ I have read and understood this requirement.*(Required: Check if applicable)*



### Goals and Objectives:

The City of Laredo has decided to conduct this RFP review process in order to:

1. Review these aspects of the City of Laredo's benefit programs to ensure price competitiveness, service and benefit access at optimum levels.
2. Maintain or improve the benefit levels in force, if economically feasible.
3. Improve cost minimization by investigating alternatives.
4. Assess long term alternatives for managing the employee benefits programs.

The City of Laredo may elect to award one or more categories of the Services, or parts thereof, separately and independently to Qualified Proposers. Therefore, among other things, the City of Laredo reserves the right to select a network provider independent of offers submitted with Third Party Administration proposals, the right to select a stop loss insurer independent of offers submitted with Third Party Administration proposals, and the right to select a Pharmacy Benefit Manager independent of offers submitted with Third Party Administration proposals. Unless otherwise expressly stated in its proposal, a Proposer agrees to accept any such partial award, if made.

The City of Laredo will entertain responses on bundled or unbundled Services. A response for unbundled Services should include all Services contained within a particular category of Services. A response for Bundled Services may be through one Proposer providing one or more categories of Services or two or more Proposers submitting a joint response to this RFP.

Willingness to work with outside vendors who may provide other vital services to the City of Laredo is required. In that regard, in the event the City of Laredo awards one or more categories of the Services, or parts thereof, separately and independently, each Proposer receiving an award from the City of Laredo shall be expected to work well with the other awarded Proposers. If any Proposer believes it may have difficulty in working well with any other potential Proposer, the same should be disclosed in the response.

Any Proposer who is under common control or ownership with any other Proposer, whether or not for the same category of Services, shall disclose the same in its response. Any Proposer who is affiliated with any other Proposer, whether or not for the same category of Services, by means of a contractual or other relationship, shall disclose the same in its response.

Any person or entity responding to this RFP shall be referred to herein as a "Proposer". Any reference to "you", "your", or derivation thereof refers to any actual or potential Proposer reviewing this RFP.

The City of Laredo reserves the right to return to the top candidates to request a final proposal based upon one or more components of the initial proposal. The City of Laredo reserves the right to negotiate certain terms and conditions relative to the contract(s) for particular awarded services (each, a "Contract").

Consultant:

Gallagher has been engaged to assist in preparing this RFP document, the analysis of responses and in the selection process.

Questions relating to coverage components and delivery should be addressed in writing through Cit-E-Bid.



## General Information:

The City of Laredo currently makes available to its active and non-Medicare eligible employees a self-funded plan of Medical and Dental benefits, along with Flexible Spending Accounts, Dependent Care Accounts and Health Savings Accounts.

Medicare eligible Retirees are offered fully insured Medicare Supplement and Part D programs. At this time, by means of this Request for Proposal, the City of Laredo is seeking proposals from qualified persons or entities who can provide the following services, as more fully described in this RFP for an October 1, 2024 effective date:

## Service / Benefit Description / Current Vendor

Medical Claims Administration - Blue Cross and Blue Shield of Texas

Post 65 Medicare Advantage - Aetna

COBRA/HIPAA Administration – Health Care Services Corp.

Retiree Billing – Wage Works (HealthEquity)

Pharmacy Benefit Management - Prime Therapeutics

Stop Loss Reinsurance = Blue Cross and Blue Shield of Texas Flexible Spending Accounts – Optum Financial

Health Savings Accounts – H.S.A. Bank

Dental - Aetna

Price:

\$

Total:

\$

Item Notes: Enter price/cost onto Excel Worksheet (Attachment A)

☐ No bid

## Item Attributes

## 1. I acknowledge I have understood this request

☐ I acknowledge I have understood this request  
(Required: Check if applicable)



3  
8**Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

(Required: Maximum 4000 characters allowed)

3  
9**Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☐ I swear or affirm information is correct

(Required: Check if applicable)

**Bid Lines**

1

Services Requested:

TPA claims administration for Medical plans: PPO, CDHP, HMO

Medical Administration (Active and Pre-65):

- Self-Funded – PPO, CDHP, HMO; to include:
- Wellness Programs/Initiatives
- Disease Management Programs

Medicare Advantage Supplement (Post 65) Fully-Insured

Pharmacy Benefit Plan Administration

Stop Loss Reinsurance (carve-in or carve-out)

COBRA/HIPAA Administration

Retiree Billing

Flexible Spending Account Administration

Health Savings Account Administration

Dental Administration

Price: \$

Total: \$

Item Notes: **Enter price/cost onto Excel Worksheet (Attachment A)**

☐ No bid

**Item Attributes****1. I acknowledge I have understood this request**

☐ I acknowledge I have understood this request

(Required: Check if applicable)



**3** **Updates on contributions required**

**2** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**3** **Question 8. Disclosure of Conflict of Interest**

**3** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am aware of conflict of interest ☐ I am not aware of any conflict of interest

(Required: Check only one)

**3** **8. Disclosure of Conflict of Interest**

**4** If you selected I am aware of conflict of interest in question 8, please list them in this section.

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(Optional: Maximum 4000 characters allowed)

**3** **Question 9. Updates Required**

**5** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ I have read and understand this section

(Required: Check if applicable)

**3** **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

**6** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☐ I have read and understand this section

(Required: Check if applicable)

**3** **Question 11. Conflict of Interest Questionnaire (CIQ)**

**7** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☐ I have acknowledge that I have been advised

(Required: Check if applicable)



27

**Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

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(Optional: Maximum 4000 characters allowed)

28

**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

29

**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

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(Optional: Maximum 4000 characters allowed)

30

**Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

31

**Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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(Optional: Maximum 4000 characters allowed)



**2 Question 2. Contract Information**

**2** Please include the following: a)Contract or Project Name b)Originating Department

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(Required: Maximum 4000 characters allowed)

**2 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the**  
**3 contract)**

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(Required: Maximum 4000 characters allowed)

**2 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the**  
**4 individual or entity listed in Question 3.**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

**3 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the**  
**5 individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

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(Optional: Maximum 4000 characters allowed)

**2 Question 5. List any individuals or entities that will be subcontractors on this contract**

**6** ☐ Not Applicable ☐ It applies to my business

(Required: Check only one)



**1  
6** **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**1  
7** **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1  
8** **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

☐ Yes ☐ No

(Required: Check only one)

**1  
9** **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**2  
0** **This is a**

☐ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

**2  
1** **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

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\_\_\_\_\_  
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(Required: Maximum 1000 characters allowed)