



**CITY OF BEDFORD
CITY OF COLLEYVILLE
CITY OF WATAUGA**

REQUEST FOR PROPOSALS

Proposal Reference Number: 17-010

Project Title: Employee Benefits Insurance Broker & Consulting Services

Closing Date and Time: Monday, January 16, 2017
2:00PM (CST)

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I. BACKGROUND

The City of Bedford, City of Colleyville and the City of Watauga have partnered in an effort to work collectively on a Request for Proposal for an Insurance Broker and Consultant to assist the cities in obtaining insurance for their employees, spouses, dependents and other insureds. The cities want to maintain a strategic benefit plan that will address rising healthcare costs and identify innovative approaches to managing employee benefits. Each of the cities is a home rule municipal corporation located within Tarrant County, Texas.

The Cities of Bedford, Colleyville and Watauga have executed an Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the parties and subject to availability of current revenue. The Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services.

For the terms of this Proposal, Insurance Broker shall mean a person who:

- Solicits insurance on behalf of the cities
- Receives or transmits (other than on the person's own behalf) an application for insurance or an insurance policy to or from the cities
- Advertises or otherwise gives notice that the person will receive or transmit an application for insurance or an insurance policy on behalf of the cities
- Receives or transmits an insurance policy of the cities
- Examines or inspects a risk on behalf of the cities
- Receives, collects, or transmits an insurance premium on behalf of the cities
- Takes any other action in the making or consummation of an insurance contract for or with the cities

The purpose of the Proposal is for the Cities of Bedford, Colleyville and Watauga to solicit an insurance broker, and to allow for the joint contract with a firm as desired. Each award recommendation will be taken to each city's respective City Council for final approval.

Each city will sign separate contracts with the firm upon approval from their respective Council. In no event will one city be responsible for the payment of insurance brokerage services or insurance coverage for the other cities. Nothing in this Proposal shall be construed to make either city responsible for the other city's insurance costs.

Each city agrees to abide by all State and Federal laws governing the use and payment of an insurance broker by a municipality, including but not limited to Texas Local Government Code section 252.024, any privacy laws or protection of medical records, any required retention regulations and all other applicable state, federal or local laws.

The City of Bedford is located in Tarrant County with a population of approximately 48,700. The City provides a full range of municipal services including police and fire protection, library services, street maintenance, parks and recreation, planning and zoning, code enforcement, economic development and general administrative services. The City has approximately 339

full time employees and there are approximately 23 retirees (not including their qualified dependents) participating in the City's retiree benefit programs. Eligibility is determined by policy, resolution, ordinance, or charter.

The City of Colleyville is located in Tarrant County with a population of approximately 24,230. The City provides a full range of municipal services including police and fire protection, library services, street maintenance, parks and recreation, planning and zoning, code enforcement, economic development and general administrative services. The City has approximately 178 full time employees and there are no retirees. Eligibility is determined by policy, resolution, ordinance, or charter.

The City of Watauga is located in Tarrant County with a population of approximately 24,000. The City provides a full range of municipal services including police and fire protection, library services, street maintenance, parks and recreation, planning and zoning, code enforcement, economic development and general administrative services. The City has approximately 165 full time employees and there are approximately 4 retirees (not including their qualified dependents) participating in the City's retiree benefit programs. Eligibility is determined by policy, resolution, ordinance, or charter.

Each of the cities' Human Resource Departments strive to provide employee benefit programs that best meet the needs of employees, retirees, their dependents, and the City, and to assist participants in utilizing the plans effectively.

II. PROJECT OVERVIEW

The cities are seeking proposals from qualified licensed insurance brokers and consulting firms to provide consulting and insurance brokerage services for current and future employee benefits, including group medical (including prescription coverage), dental, vision, life and accidental death and dismemberment, short and long term disability, Flexible Spending, health reimbursement arrangement, Health Savings Account, and an Employee Assistance Program (EAP). The firm would also provide assistance in the solicitation, selection, implementation, communication and oversight of each city's group benefits program.

The cities seek a firm that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

Benefitted employees and qualified dependents are eligible to receive some level of each of the aforementioned benefits. Eligible retirees and qualified dependents are able to participate in the cities' retiree benefit plans. Most plans have an annual renewal date of October 1st of each year and the selected firm will assist in benefit selection, negotiation of related costs of benefit plans to ensure the best value in products, benefit levels and premium costs. A review of third-party vendors is also requested for wellness programs, accident insurance, and any other products that may be offered to city employees.

Tentative Schedule of Events:

Proposal Release Date and Advertisements:	Friday, December 16, 2016 Friday, December 23, 2016
Deadline for Submittal of Written Questions:	Wednesday, January 4, 2017 by 5:00 p.m.
Sealed Proposals Due & Acknowledged :	Monday, January 16, 2017 at 2:00PM (CST)
Anticipated Council Awards:	During the month of March 2017

III. SCOPE OF SERVICES

The cities are seeking to name a Broker of Record for the employee insurance benefits and are looking for continuity of services in the rapidly changing area of employee benefits. The cities are particularly interested in a firm who can offer creative, innovative approaches, with a proven track record, that allows the cities to maintain quality programs and contain or reduce costs.

The selected firm will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the employee insurance benefits.

The purpose of this document is to set forth guidelines for services and minimum standards for the performance of those standards. Interested firms are encouraged to offer alternatives that would benefit the cities and be consistent with the overall spirit of the RFP.

The selected firm shall provide services, including, but not limited to the following:

- Provide online benefits enrollment software.
- Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
- Act as a liaison between the cities and insurance providers.
- Provide day-to-day consultation on plan interpretation and problem resolution.
- Provide timely customer service and assistance to staff and employees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- Assist the cities in proactive mitigation of negative impacts or disruption of services to employees from benefit and/or provider network changes.
- Assist the cities with strategies for remaining compliant with ever-changing laws and remaining current with the changing market.
- Assist in the development of long-range goals and strategies, including making projections of potential savings.
- Provide on-site training to staff regarding regulatory updates, and/or best practices seminars for the effective administration of benefit plans as needed.

- Provide access to attorneys and a compliance department as needed for health and welfare benefit related questions.
- Assist in the development and oversight of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short-term and in the long-term.
- Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
- Assist the cities in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
- Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the cities' programs.
- Provide financial and/or performance reviews of self-funded and fully insured plan options and programs.
- Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
- Regularly monitor and evaluate performance measures and guarantees of providers.
- Provide monthly claim updates and perform quarterly reviews of such.
- Maintain full and accurate records with respect to all matters and services provided on behalf of the cities' benefit plans and programs.
- Attendance as needed at meetings with city staff, employees and/or retirees to facilitate and assist in the management of the cities' employee benefits plans.
- Act as an advocate in appeal, arbitration or court process between the city and the providers on unresolved issues if needed; provide advice when needed to enforce cities, employee, retiree or their dependents' rights.
- Establish a strategy for benefits, both annually and three to five years in the future while considering trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
- Bid cities health insurance programs and employee and retiree benefits as needed. Prepare specifications and compile data, obtain bids and proposals, negotiate rates. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the cities. Analyze and compare proposals and prepare an analysis of each with recommendations and make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
- Provide expert financial and actuarial consultation regarding bids.
- Review proposals and prepare analysis of each with recommendations.
- Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
- Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.

- Provide annual estimates of renewal rates and cost trends and assist cities' staff in preparation of budget figures.
- Conduct thorough and applicable market research in preparation for contract renewals.
- Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
- Represent the cities in all negotiations with providers on various topics, including, but not limited to premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
- Make recommendations for items of negotiation with providers, including, but not limited to benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
- Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the cities.
- Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
- Attend, assist with, and coordinate with staff the open enrollment meetings.
- Provide web based portal for annual enrollment, new hire enrollment, changes, etc. to reduce the related administrative demands on city staff.
- Recommend and help develop enhancements and improvements for communications specific to the needs of the employees and retirees including, but not limited to brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include compliance notices.
- Provide timely research and responses to technical questions posed by staff.
- Provide regular and timely communications needed for the effective administration of benefit plans.
- Provide guidance and recommendations on items such as, but not limited to trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
- Assist and conduct presentations for benefit committees and management benefits meetings, City Council meetings and/or employee meetings.
- Provide access to published benefit related survey information.
- Develop additional benefits communications specific to the needs of the employees and retirees.
- Attend and assist with meetings with City Council, staff and employees.
- Recommend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the cities.
- Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
- Manage plan transitions as necessary between insurance providers.

- Review and evaluate current administrative processes related to enrollment and billing.
- Recommend and assist with implementation of administrative process enhancements.
- Prepare and present reports on trends, new products and audits, as requested.
- Assist with evaluation of pre-and-post 65 retiree insurance products, conducting RFP process and implementation as needed.
- Work collaboratively with other consultants and city staff.
- Prepare and administer employee benefit surveys as needed.
- Implement innovative risk control programs to help avoid costly claims.
- Provide printed benefit brochures for open enrollment and new hire processing.

The firm's activities will also include legal, compliance and advisory services such as:

- Provide assistance with ongoing plan administration to ensure that programs are in compliance with State and Federal legislation.
- Provide impact analysis, plan options, and strategic recommendations with regard to the ACA and other regulations and mandates.
- Assist city staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for the benefit plans.
- Provide on-site training to city staff, as needed, regarding regulatory updates, and/or best practice seminars for the effective administration of benefit plans.
- Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
- Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
- Conduct compliance audits of cities' policies and procedures.
- Provide access to ERISA attorney and a compliance department as needed for health and welfare benefit related questions.

IV. INSTRUCTIONS TO PROPOSERS AND GENERAL INFORMATION

Examination of proposal documents: By submitting a proposal, the firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the objectives. Before submitting this proposal, each firm will be held to have received all necessary information and satisfied themselves as to the existing conditions under which they will be required to operate. No allowances shall be made subsequent in this connection in behalf of the cities for any error or negligence on their part.

Firms are advised to review all sections of this RFP carefully, and to follow instructions completely, as failure to make a complete submission as described herein may result in rejection of the submission.

The information contained herein is believed to be accurate, but is not intended to be an expressed or implied warranty.

By submitting, the firm certifies that they have fully read and understand this Request for Proposals and has full knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the firm's own risk.

Submission of proposals: Insurance brokers licensed in the State of Texas are invited to submit proposals outlining their qualifications, competence and capability to provide access to group health insurance products related to the cities.

The purpose of this process is to choose a firm to represent the cities in matters concerning benefit plans. The cities desire a long-term relationship with the firm selected assuming the requirements and pricing remains competitive during the term.

Unauthorized communications: In order to ensure a fair and objective evaluation, after the release of this solicitation, firms' contact with unauthorized City personnel or Official regarding this RFP, evaluation, and award process is strictly prohibited.

Contact with personnel of the City of Watauga other than Deby Woodard, City of Watauga Assistant Finance Director/Purchasing Manager, regarding this RFP may be grounds for elimination from the selection process.

Questions, clarifications and issuance of addenda: In order to ensure a fair and objective evaluation, all questions related to this RFP are to be addressed to the Watauga purchasing office. Contact with any other city employee is expressly prohibited without prior consent of the purchasing office. Firms directly contacting other city employees will risk elimination of their proposal from further consideration.

Any explanation, clarification or interpretation desired by a firm regarding any part of the RFP must be requested from Deby Woodard, City of Watauga Assistant Finance Director/Purchasing Manager no later than 5:00 PM (CST) Wednesday, January 4, 2017.

Requests for explanations or clarifications may be emailed to dwoodard@cowtx.org. Emails must clearly identify the RFP number and title.

If it is determined that a clarification is required, such clarification shall be issued in writing in the form of an addenda. Sole issuing of addenda shall be vested in the purchasing office. Addenda shall be sent to all who are known to have received a copy of the RFP. Firms shall acknowledge receipt of all addenda within the RFP responses.

Interpretations, corrections, or changes to the RFP made in any other manner are not binding, and firms shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. It is the sole responsibility of the firm to check with the City of Watauga's website to ensure that all available information has been received prior to submission. The cities will not be held liable for any addenda information not received by firm.

Addenda and explanations: Explanations desired by a prospective firm shall be requested of the cities in writing, via email, fax, and/or regular mail. If explanations are necessary, a reply shall be made in the form of addenda via email, fax, or regular mail. A copy of this addendum will be forwarded to all known firms. Each request for such explanation shall be in writing addressed to the designated contact person. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and non-binding.

Addenda issued to prospective firms shall become a part of the contract documents, and all qualifications shall include the work described in the addenda. All issued addenda shall be signed and included with the firm's response package as acknowledgment of the addendum.

All firms are responsible for obtaining all published addenda. The cities assume no responsibility for the firm's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

Any and all such interpretations and supplemental instructions will be in the form of written addenda which, if issued, shall be sent to all known prospective firms and posted to the City of Watauga website.

Withdrawal/ modification of proposals: A firm may withdraw a proposal at any time prior to the final submission deadline upon presentation of acceptable identification. The firm may thereafter submit a new or modified proposal prior to the final submission date.

Any submitted proposal may be withdrawn, revised or substituted if a written notice is submitted to the Watauga purchasing office prior to the submittal deadline.

Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the firm or authorized agent, guaranteeing authenticity. Proposals cannot be altered, amended or withdrawn by the firm after the submittal deadline. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the designated time for receipt, except for modifications/clarifications requested by the cities after the date of receipt and following any oral presentations.

Submittals cannot be altered or amended after the closing date. Submittals will be publicly acknowledged in the Watauga City Hall Council Chambers located at 7105 Whitley Road, Watauga, Texas 76148 at the time and date specified. All interested parties may be present. There will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the evaluation and negotiation process.

Rights of the cities: Until and unless any proposal is accepted, this RFP is not in any way to be construed as an agreement, obligation or other contract between the cities and any person or firm submitting a proposal, nor does it obligate the cities to pay for any costs incurred in preparation and submission of proposal documents or in anticipation of a contract.

All costs incurred by the firm in responding to this RFP shall be the full responsibility of the firm. Nothing herein shall create an obligation on the part of the cities to do business with the firm in this RFP process.

All costs associated with developing or submitting a proposal in response to this request, or to provide oral or written clarification of its content shall be the sole responsibility of the firm. The cities assume no responsibility of these costs.

The cities may investigate the qualifications of any firm under consideration, require confirmation of the information furnished by the firm and require additional evidence or qualifications to perform the services described in the RFP. Contract award will be made at the sole discretion of the cities, based on the evaluation of all responses, applying all criteria and oral interviews to the firm that is determined to be the best qualified to perform the scope of services.

This RFP does not commit the cities to enter into a contract. The cities reserve the right to award one, more than one, or no contract(s) in response to this RFP. The cities reserve the right to waive any formalities and irregularities in the submissions or proposals received.

In addition, the cities reserve the right to:

- Obtain clarification of any point in a firm's response or to obtain additional information necessary to properly evaluate a particular response.
- Reject any or all proposals.
- To terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- To waive any formalities and irregularities in the submissions or proposals received.
- Negotiate with any, all or none of the firms.
- Solicit best and final offers from all or some of the firms.
- Accept or reject any and/or all responses to this RFP as it shall deem to be in the best interest of the cities.
- Contact any respondent for clarification, interviews or to negotiate if such is deemed desirable.
- Negotiate all elements that comprise the successful firm's response to ensure that the best possible consideration can be afforded to all concerned.
- May request representation and other information sufficient to determine firm's ability to meet the minimum standards as indicated herein.
- Retain all submittals and to use any idea in a submittal regardless of whether the firm is selected and submission indicates acceptance by the firm of the terms and conditions contained in the RFP unless clearly and specifically noted in the submission and confirmed in the contract between the cities and the selected firm.

- The cities operate and are funded on a fiscal year basis; accordingly, the cities reserve the right to terminate, without liability, any contract for which funding is not available.

Ownership of documents: Proposals submitted in response to this RFP become the property of the cities and are subject to the Texas Public Information Act after the announcement of award is made.

Original documents, including plans, designs and notes developed in connection with services or commodity provided hereunder belong to, and shall remain the property of the cities. The firm may receive reproducible copies of such documents upon request. Some of these documents, if patented, trade secrets or proprietary in any way, and are so noted in the RFP, may not be subject to the Texas Open Records Act, Chapter 252, Subchapter C, Section 252.049 (Vernon's Texas Codes Annotated).

Contract type: It is anticipated that the contract resulting from this RFP, if awarded will be a firm, fixed contract, and that the firm shall be retained only on a fee basis and may not receive any other source for the services to be rendered, as required by the Texas Local Government Code.

Firms should be aware that the RFP and the contents of the successful RFP will become part of any subsequent contractual document that may arise from this RFP. In cases of discrepancy between the RFP and the firm's submittals, the RFP will rule.

Contract documents: The contract documents shall include the RFP, the Response to the RFP, the Professional Services Agreement, and such other terms and conditions as the parties may agree.

Collusion: By submitting a proposal, each firm represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein, that the firm has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal. Firms also warrant that they have not in any manner colluded to secure any improper advantage over any other person submitting a proposal, or to limit the competitiveness of the process.

Legal: All firms submitting RFP's are expected to comply with federal, state and local laws, and regulations relative to the preparation of the proposal and the services to be provided. The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas. All services shall be provided in accordance with applicable requirements and ordinances.

Disclosure of interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Firms are required to submit with the proposal a Conflict of Interest Questionnaire

stating that no officer or employee of the cities has, or will have, during the said term of this contract, any prohibited interest as defined. The firm understands that any existence of a prohibited interest at any time during the term of contract will render the contract voidable.

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with municipalities must file a completed conflict of interest questionnaire which is included in this solicitation or available at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with each city no later than the seventh business day after the person or agent begins contract discussions or negotiations with the cities or submits an application, response to a Request for Proposal or Bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor. Updated Questionnaires must be filed in conformance with Chapter 176.

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.

By doing business or seeking to do business with the cities of Bedford, Colleyville and Watauga, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with these requirements.

Certificate of interested parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity.

With regard to the cities of Bedford, Colleyville and Watauga, a firm that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (<https://www.ethics.state.tx.us>) and submit a signed and notarized copy of the form to each city. Note: The cities require that any contract that goes to the City Council must have a completed Form 1295. A contract, including city-issued purchase orders, will not be enforceable or legally binding until the cities receive and acknowledge receipt of the properly completed Form 1295 from the firm.

Termination of contract: If this award results in a contract, it shall remain in effect until the contract expires, the performance of services are completed, or termination by the cities. In the event of termination, the cities reserve the right to award to next best firm as they deem to be in the best interest of the cities.

Further, the cities may cancel this contract without expense to the cities in the event funds have not been appropriated for expenditures under this contract.

This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Either party may also terminate the contract with thirty (30) days written notice prior to any cancellation.

When the cities have reason to question the firm's intent to perform, the cities may demand that written assurances of intent to perform be provided. In the event such a demand is made, and no assurance is given within ten (10) calendar days, the cities may treat this failure as an anticipatory repudiation of the contract.

Termination for Default: The cities reserve the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the cities in the event of breach or default of this contract. The cities reserve the right to terminate the contract immediately in the event the successful firm fails to:

- Meet schedules
- Make payment of any fees
- Perform in accordance with the contract

In the event the successful firm shall fail to perform, keep or observe any of the terms and conditions, the cities shall give the successful firm written notice of such default. If said default is not remedied to the satisfaction and approval of the cities within ten (10) working days of receipt of such notice by the successful firm, default shall be declared and all the successful firm's rights shall terminate. The firm, in submitting this RFP, agrees that the cities shall not be liable to prosecution for damages in the event that the cities declare the firm in default.

Termination for Insolvency: The cities may terminate this contract/agreement forthwith if any of the following occur:

- Insolvency of the broker firm (Firm shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not is insolvent within the meaning of such laws).
- The filing of a voluntary or involuntary petition regarding firm under the Federal Bankruptcy Code.
- The appointment of a Receiver or Trustee for firm.
- The execution by firm of a general assignment for the benefit of creditors.
- Any change in the project manager or team member, unless approved by cities representative in writing.

Termination for convenience: This contract may be cancelled or terminated at any time by giving firm thirty (30) days written notice. Firm may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Termination without cause: The cities shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the firm shall promptly cease placing orders and all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The cities shall pay the firm, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

Taxes: The cities are exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this Request for Proposals.

Assign: The firm may not assign its rights or duties under an award without the prior written consent of the cities. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

Errors or omissions: Firm will not be allowed to take advantage of any errors or omissions in this Request for Proposals. Firms shall promptly notify of any omission, ambiguity, inconsistency or error that they may discover upon examination of the documents. The cities assume no responsibility for any errors or misrepresentations that result from incomplete proposals. No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The firm awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the proposal.

Ambiguity: Any ambiguity in the RFP as a result of omission, error, lack of clarity or noncompliance by the firm with specifications, instructions and all conditions shall be construed in the favor of the cities.

Assurance: When the cities have reason to question the firm's intent to perform, the cities may demand that written assurances of intent to perform be provided. In the event such a demand is made, and no assurance is given within ten (10) calendar days, the cities may treat this failure as an anticipatory repudiation of the contract.

Venue: The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas. All services shall be provided in accordance with applicable requirements and ordinances.

Ethics: Firms shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the cities. The cities may, by written notice to the successful firm, cancel this contract without liability to the firm if it is determined by the cities that gratuities or bribes of entertainment, gifts, or otherwise, were offered or given by the firm, its agents, or its representatives to any City officer, employee, or elected representative with respect to the performance of this contract. In addition, the successful firm shall be subject to penalties as stated in Title 8 of the Texas Penal Code.

Indemnification: Firm agrees to defend, indemnify and hold harmless the cities, all of its officers, council members, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including reasonable attorney fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of firm or any agent, employee, subcontractor, or supplier of firm in the execution or performance of this contract without regard to whether such persons are under the direction of cities' agents or employees.

Insurance: The cities require the awarded firm to carry the minimum insurance as required by state law. Certificates of Insurance must be submitted with the proposal.

Proprietary Information: All material submitted becomes public property and is subject to the Texas Open Records Act upon receipt. If a firm does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The cities will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Open Records: Please note that all information, including financial information, submitted as part of this RFP become the property of the cities and may be subject to the provisions of the Texas Open Records Act, Chapter 552, of the Texas Public Information Act. All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. The cities will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

All material submitted becomes public property and is subject to the Texas Opens Record Act upon receipt. If a firm does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The cities will, to the extent allowed by law, endeavor to protect such information from disclosure.

RFP withdrawal or rejection: The cities reserve the right to withdraw the invitation to RFP for any reason or to reject any and all RFPs, or parts of all or any specific REFP or RFPs. The cities further reserve the right to accept part or all of any specific RFP or RFPs, or any combination of RFPs, and to accept any RFP or RFPs with or without trade-in.

After opening, firms shall not be allowed to withdraw their RFP unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the cities. Any request for withdrawal must be in writing and substantiated by all original work papers, documents and other materials used in the preparation of the RFP. Such request shall be received by the City of Watauga within one (1) day after closing. If permitted to withdraw its RFP, the firm shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted under any circumstance.

Late RFP responses: Proposals received after the official closing date and time will not be considered. The cities are not responsible for lateness or non-delivery of mail, courier, etc. to the City of Watauga, and the time and date recorded by the City of Watauga shall be the official time of receipt of the proposal. It is the policy that late proposals be returned to the sender unopened provided there is a return address. However, if a late proposal is opened by staff in error, under no circumstances will the late proposal be considered, even if opened. Firm is solely responsible for insuring that proposals are received by the **City of Watauga** on or before the RFP response due date and time.

Assignment of contract: The firm's rights and duties awarded by the agreement may not be assigned to another without written consent of the cities. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

Contract clause: All firms understand and agree that the firm's response to this RFP invitation become a legally binding part of the contract upon acceptance by the cities.

Bankruptcy: If firm becomes bankrupt or insolvent, or if petition in bankruptcy or insolvency is filed by or against firm, or if a receiver, trustee or assignee for the benefit of creditors is appointed for firm, the cities shall have the right, at their discretion, to treat such occurrence as a breach thereof.

Debarment: By submitting an RFP, the firm certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas 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.

Disqualification of firm: Firms may be disqualified and their proposals not considered for any of the following reasons:

- Reason for believing collusion exists among proposing firms.
- Reasonable grounds for believing that any firm is interested in more than one proposal for the service contemplated.
- The firm being interested in any litigation against the cities.
- The firm being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by the financial statement, experience and questionnaires, omission of required proposal submittals, etc.
- Contact with any other city employee as expressly prohibited without prior consent in this RFP.

Certification: At the option of the cities, a contract will be awarded on the basis of the best qualified proposal in the opinion of the cities.

By submitting this proposal, the firm certifies and represents that the firm has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote, or any exercise of discussion concerning this proposal.

Firm further certifies and represents that they have not violated any state, federal, local law, regulation or ordinance relating to bribery, improper influence, collusion, discrimination, or other similar crimes and all services provided or delivered under any award shall conform hereto.

By submitting this proposal, firm certifies that to the best of their knowledge, no firm employee, either full or part time, owner, official, stockholder or member of their immediate family, are related to a member of the Cities of Bedford, Colleyville, or Watauga City Council or City Manager in violation of the Nepotism Prohibition of the Texas Government Code (Chapter 573, Gov. Code).

Contract term: The target effective date of this contract is March, 2017 for a term of three (3) years. While the contract is for a three (3) year term, the cities desire a long-term relationship with the firm selected assuming that the firm's services meet the requirements and pricing remains competitive. For this reason, at the cities' option and approval by the firm, the contract may be renewed for two (2) additional one-year periods for a total of five (5) years as further explained in renewal options.

Renewal options: The firm will agree to submit a renewal offer to the cities 120 days prior to contract renewal. The cities reserve the right to exercise an option to renew the contract of the firm for two (2) additional one-year periods. All renewal periods must be approved as required by each City Council.

V. SUBMISSION OF PROPOSALS

Any firm wishing to be considered for providing services described in this RFP shall submit three (3) original and six (6) flash drives of all proposal documents in a sealed package. Firm's name and address shall be clearly marked on the outside of the package. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

All proposals shall be sealed and clearly labeled on the front of the package with:

REQUEST FOR PROPOSAL: 17-010 Employee Benefits Insurance Broker & Consulting Services

**DUE: Monday, January 16, 2017
2:00PM (CST)**

Mail or deliver responses to the following address:

City of Watauga
Purchasing Office
7105 Whitley Road
Watauga, TX 76148

Sealed proposals will be received until 2:00PM (CST) on Monday, January 16, 2017 by the City of Watauga, Texas Purchasing Office at which time they will be publicly acknowledged. Responses received after the closing date and time will not be considered.

Once the submittal deadline has passed, any proposal shall constitute an irrevocable statement to provide the commodities and/or services set forth in this RFP. Such proposals shall be irrevocable until the earlier of the expiration of ninety (90) days from the submission deadline, or until a contract has been awarded by the cities.

Delivery of Proposals:

It shall be the responsibility of each submitting firm to ensure proposal is turned in to the City of Watauga before the due date and time. The official time shall be determined by the clock located in Watauga City Hall Council Chambers.

Proposals are due no later than 2:00PM (CST) on Monday, January 16, 2017. Late proposals will not be accepted under any circumstances.

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to delivery difficulties.

All required documents are to be complete and accurate with all appropriate signatures. Packages are to be sealed and clearly identified.

Proposal Response:

Information provided in the proposals will be used to evaluate the professional qualifications of the firm and to determine which will be selected to provide professional services for the cities.

Responses must be complete in accordance with the requirements of this RFP. Statements made by a firm shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

There is no expressed or implied obligation for the cities to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs associated with preparing a proposal in response to a solicitation shall be the full responsibility of the firm.

VI. MINIMUM QUALIFICATIONS

1. Firm shall have at least ten (10) consecutive years of experience in Texas providing brokerage and benefits consulting services to public or private entities.
2. Firm shall have provided such services to jurisdictions whose service populations are

similar in size and complexity to the cities of Bedford, Colleyville and Watauga.

3. Firm must be legally authorized to do business in the State of Texas and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
4. Firm must have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employees.
5. Firm must possess knowledge of applicable laws, regulation and codes and be familiar with local conditions and trends relating to group insurance and municipalities in Texas.
6. The firm's office must be located in reasonable commuting distance and provide assurance of reasonable staffing continuity over the contract period.
7. The staff members assigned to the cities/ accounts shall have:
 - a. Five (5) years of benefit administration and client management experience and provide credentials documenting professional experience.
 - b. Experience in maintaining a high level of quality communication with clients, client employees/ retirees, council and vendors.

VII. PROPOSAL FORMAT AND CONTENT

Proposal Format:

Proposals shall be made in the official legal name of the firm or individual under which the vendor's business is conducted (including the official address).

Proposals shall be prepared simply and economically, providing a straightforward, concise description of firm's ability and expertise as an employee benefits insurance broker and consultant.

Proposals shall be typed or printed and be as brief as possible and not include any promotional materials which are not directly responsive to this RFP.

Firm shall submit three (3) original and six (6) flash drives of the proposal. Submit the completed proposals to:

City of Watauga
Purchasing Office
7105 Whitley Road
Watauga, Texas 76148

All proposals shall be sealed and clearly labeled on the front of the package with:

REQUEST FOR PROPOSAL: 17-010 Employee Benefits Insurance Broker & Consulting Services

DUE: Monday, January 16, 2017
2:00PM (CST)

Proposal Content:

The cities have limited funding allocated for the completion of this project. Consultants are encouraged to be creative and resourceful in proposing the most cost-effective and efficient solutions for the outlined needs. The following information is required for all submissions in the order as listed:

1. Proposal Title Page: Complete the attached Proposal Title page (Attachment A). This form should be signed by a person duly authorized to bind the firm.
2. General Information Form: Complete the attached General Information Form (Attachment B). This form should be signed by a person duly authorized to bind the firm.
3. Disclosure Agreement: Complete the attached Disclosure Agreement (Attachment C). This form should be signed by a person duly authorized to bind the firm.
4. Conflict of Interest Questionnaire (Attachment D). Complete a total of three, one (1) for each city.
5. Certification Statement: Complete the attached Certification Statement (Attachment E). This form should be signed by a person duly authorized to bind the firm.
6. Certificates of Insurance.
7. Table of Contents.
8. Profile of firm: This section should include:
 - Firm name.
 - Date established.
 - Address of office that would be assigned to the cities accounts.
 - Include a brief description of the firm:
 - History
 - Size
 - Growth
 - Philosophy and culture
 - Number of employees
 - Number of years in business under the same name
 - Include specific experience with the public sector
 - Include a discussion on the firm's financial stability, capacity, and resources.
 - Include a listing of any lawsuit or litigation and the result of that action resulting from:

- Any project undertaken by the firm or by its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years
- Any type of project where claims or settlements were paid by the firm or its insurers within the last ten (10) years

9. Qualifications of the firm: This section must include a brief description of the firm's and any sub-consultant's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts:

- Description of pertinent insurance programs negotiated for those entities.
- Number of covered employees/retirees for each client.
- Time period services have been provided to each account.
- Total project cost.
- Brief statement of firm's adherence to the schedule and budget of each project.
- Include account contact individuals who may be contacted for references; listing name, organization, title, email, and telephone number for each account.

10. Project staffing: The firm is required to list the key individuals who will be assigned to the accounts, their qualifications, and disciplines, including resume in the proposal. This section shall discuss how the firm would propose to staff this project. The firm should include the following:

- Identify the names and office locations of the Account Manager and key personnel who will be assigned to the cities' account.
- Describe their areas of responsibility and education, experience, and professional qualifications in those areas with emphasis on public sector organizations.
- List the experience, education requirements, and certifications and standards for Account Manager.
- Provide a complete description of the organizational structure of the firm and the method by which work is accomplished, include an organizational work flow with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.
- Describe the staff retention program to assure continuity of service to the cities.

11. Services: Include the following:

- A complete description of services to be provided. Include both services outlined in this RFP as well as additional recommended services, including a description of any and all unique brokerage or consulting services the firm will offer. Please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.
- A description of the group medical, dental, vision, life, accidental death

and dismemberment, short-and-long term disability, wellness programs and EAP premium volume handled by the firm and by the specific office to which the cities accounts would be assigned.

- A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage, i.e., medical, dental, vision, life, accidental death and dismemberment, short-and-long term disability, and EAP.
- A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.
- A sample work plan for insurance renewal and negotiations.
- Management approach and philosophy.

12. Client communication: Include firm's approach and describe the following:

- Proposal to maintain open and prompt communication with employees, retirees and staff seeking assistance from the firm.
- Proposal to maintain open and prompt communication with all staff involved benefit issues.
- Explain how firm plans to keep the cities updated on rules, appeals, regulations, etc. that relate to employee benefit plans.

13. File retention: Provide the following:

- Recommendation for the administration of records related to services to be provided.
- Cost estimate for the storage of said records and the recommendation for a record retention schedule.

14. Cost/pricing information: This section should include the firm's price for performing the services discussed in this RFP.

- Describe in detail the compensation structure being proposed for the services listed in this RFP. The cities seek proposals that contain a flat fee arrangement for services and this pricing structure should be based on a flat fee payment arrangement instead of commission-based payment. This shall comply with provisions specified in Section 252.024 of the Texas Local Government Code. Proposals submitted utilizing a commission fee structure will not be considered.
- Include any additional services or items that are not specifically listed as part of the scope of services but may be offered as part of the overall compensation being proposed.
- Include a comprehensive, specific description indicating how the firm would price the cities accounts and the estimated annual cost of the services.
- Identify any potential areas that could result in higher than quoted fees. The firm must disclose any fees or compensation required to be paid by the cities.

- The cities reserve the right to review and/or audit any records of the selected firm related to fees that are in relation to the cities' accounts.
- Include a description of how the proposed fees were developed. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the RFP and, therefore, cause the proposal to be rejected as being nonresponsive.
- Prior to award of the contract, the successful firm shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes, and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this RFP.

15. Other: Proposal shall also include the following:

- Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the cities.
- Firm's office hours (all locations) and availability of all staff members assigned to the cities' accounts, including a list of dates the office is closed and/or staff is unavailable due to holidays, etc.
- Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization ownership, management or departure of key personnel within the next twelve (12) months.
- Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.
- Any additional information which the consultant deems appropriate.
- Define the general conditions and associated range of cost, policies, contingencies and expenses, expected staffing necessary to complete the project within the established timelines and whether you offer discounts for prompt payment.
- A copy of your standard service agreement must be included with the Proposal response.

16. Make sure the following is addressed in your proposal response:

- Has your firm established any limitation on the number of clients you intend to accept? What is your client to consultant ratio?
- Describe your plans for managing the future growth of you firm?
- Does your firm have any conflict of interest policy? If so, provide a copy. Describe any conflicts that have arisen within the firm and how they were resolved.
- What are the three to four key elements we should look for when hiring a firm?

- What is your firm's policy/standard for returning phone calls? Emails or written questions?
- Provide two examples of when you have provided services that have gone beyond the "spirit of the contract".
- Provide two examples that demonstrate your firm's ability to be proactive in finding opportunities to enhance services to the client.
- If you are the successful firm, outline your transition plan with dates, tasks, and responsible parties.
- How many days of advance notice would your firm require in order to attend meetings?
- How do you track and communicate legislative updates to your clients?
- How do you track and communicate industry trends to your clients?
- Describe how your firm would handle projects that arise due to changes in legislation or other events which create additional service needs for the cities.
- Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.
- Provide examples that demonstrate your firm's negotiation skills to bring down costs.
- Should your firm engage the service of a subcontractor for the cities' accounts, provide the firm's name, relevant experience and contact information for the persons who would be the primary and secondary contacts for this engagement, and copies of their biographies/resumes.
- For the above subcontractor(s), list the current and past professional affiliations, including boards and committees. Include positions held and years of membership.
- Would the subcontractor's primary and secondary contracts for this engagement make decisions on behalf of your firm?
- Describe how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.

VIII. EVALUATION AND SELECTION

An award of a contract to provide the services specified herein will be made using Competitive Sealed Proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the cities' Purchasing Policies. The cities will evaluate all proposals to determine which firms are reasonably qualified for the award of the contract, applying the evaluation factors and emphasis to be placed on each factor as identified within the RFP.

The cities, may, at their sole discretion, conduct discussions with or accept proposal revisions from any reasonably qualified firm.

The cities reserve the right to determine which proposal will be most advantageous to the cities.

An evaluation committee consisting of members of Human Resources staff from each city will evaluate the responses, may interview one or more firms, and may recommend one or more firms to the City Manager. Selection of a firm may be made without discussion with firms after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

The cities anticipate selecting a consultant or firm that will be recommended to the City Councils for award of a contract to provide the requested professional services.

The sole objective of the committee will be to select the proposal that is most responsive to the needs of the cities. The selection will be based on the total of all evaluators' scores achieved on the rating. The highest ranked firm may be invited to enter into final negotiations with the cities. If an agreement cannot be reached, negotiations will be ended, and the second highest firm may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the cities reserve the right to terminate negotiations with any firm should it be in the best interest of the cities.

The cities reserve the right to modify the activities, time line, or any other aspect of the process at any time, as deemed necessary by city staff. By requesting proposals, the cities in no way are obligated to award a contract or pay the expenses of proposing firms in connection with the preparation or submission of a proposal. The awarding of any contract shall be contingent on the availability of funds and the requisite staff and City Council approvals.

In addition to the degree to which the firm responds to the specifications of this RFP, the following criteria will be used to, but may not be limited to, evaluate proposals.

Proposal Evaluation Factors:

Points Available	Factor
30	Scope of services – reputation and ability to reach a wide array of insurance markets and provide innovative services. Ability to handle employee claim issues and depth of services offered. The assessment by client references, plan of action, logic of project organization, evidence of ability to provide service in a prompt, thorough, innovative and professional manner, and adequacy of labor commitment.
25	Demonstrated ability to produce cost savings using strategic planning.
25	Qualification of the firm – technical experience in performing work of a closely similar nature. Experience in working with cities or other public agencies. Experience with creative cost containment methods, record of completing work on schedule. The strength and stability of the firm, technical experience and strength and stability of proposed subcontractors. Qualifications of project staff, particularly key personnel and their level of involvement in performing related work. The ability, capacity, skill and financial resources to perform the service required. The ability to perform the service promptly or within the time specified. The character, integrity, reputation, judgment, experience and efficiency of the firm.
10	Project requirements – demonstrated understanding of the project requirements and potential problem areas, project approach, work plan, and quality assurance program.
10	Cost – reasonableness of the total price and competitiveness of this amount with other proposals received. Adequacy of data in support of costs proposed, reasonableness of individual task budgets and basis on which costs are proposed.

Evaluation Procedure:

Staff will review proposals submitted and establish a list of finalists based on review criteria as indicated. The cities may request finalist(s) to present a proposal of services, provide supplemental information and provide the opportunity to meet and assess the proposed account team members.

In addition, interviews and presentations by firms may be part of the evaluation. The cities will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. In no case will the cities be required to accept the lowest cost first year proposal, or otherwise be required to choose firm(s) based upon this single criterion.

The cities reserve the right to select the firm, which, in the cities opinion, will provide the most responsive and responsible services. The cities are not bound to award the contract solely on the lowest cost submitted, but instead will determine which proposal provides the best value.

The cities may make such investigations as deems necessary to determine the ability of the firm to provide satisfactory performance in accordance with specifications, and the firm shall furnish all such information and data as requested for this purpose.

Award:

RFP's do not become contracts until they are awarded by the City Council.

When the evaluation process has been completed, negotiations will begin. Any award will be contingent upon completion of a satisfactory contractual agreement between the selected firm and the cities. Unsuccessful firms will be notified following successful completion of contract negotiations and approval of contract by the respective City Councils.

The selection will be based on the total of all evaluators' scores achieved on the rating. The highest ranked firm may be invited to enter into final negotiations with the cities. If an agreement cannot be reached, negotiations will be ended, and the second highest firm may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the cities reserve the right to terminate negotiations with any firm should it be in the best interest of the cities.

No assignment by a selected firm of a resultant agreement, or any part thereof, or of funds to be received there from, will be recognized by the cities unless such assignment has had prior written approval and consent of the cities. The cities will be contracting for services of the individuals in the firm making the proposal and the qualifications of those individuals will be a material inducement for the award of the contract.

It is understood that the cities reserve the right to accept or reject any and all proposals and to e-solicit for proposals, as it shall deem to be in the best interest of the cities. Receipt and consideration of any proposals shall under no circumstances obligate the cities to accept any proposals. If an award of contract is made, it shall be to the responsible firm whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in this RFP.

IX. INSURANCE REQUIREMENTS

The cities require awarded firm to carry the minimum insurance as required by state law. Certificates of insurance must be submitted as an attachment to the Proposal.

The firm, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at minimum insurance in such form, with such companies, and in such amounts as required by State law.

Certificates of insurance of each policy shall be delivered to the cities along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty (30) days written notice being given to the

cities. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, firm shall deliver to the cities a replacement certificate in compliance with this contract.

The firm will assume complete responsibility for any claim of property damages, loss, theft, or bodily injury, which may directly or indirectly arise from the operation's performance under the terms of the contract. The firm will hold harmless, release, and defend the cities from all claims of liability that directly or indirectly arise under the terms of the contract.

Proposal Title Page (Attachment A)

Proposal Reference Number	17-010
Project Title	Employee Benefits Insurance Broker & Consulting Services
Submittal Deadline	Monday, January 16, 2017 2:00PM (CST)
Submit Hard Copies to	City of Watauga Purchasing Office 7105 Whitley Road Watauga, Texas 76148

FIRM INFORMATION:

Legal Name			
Address			
City, State, Zip			
Federal Taxpayer ID Number			
Phone Number		Fax Number	
Email Address			
Central Masters Bidders List registration number			
Prime Contractor HUB/MWBE registration number			

FIRM AUTHORIZATION:

I, the undersigned, have the authority to execute this proposal in its entirety as submitted and enter into a contract on behalf of the firm.	
Printed Name of Authorized Representative	
Position of Authorized Representative	
Signature of Authorized Representative	
Signed this Date	

General Information Form (Attachment B)

Legal Name			
Address			
City, State, Zip			
Phone Number		Fax Number	
Website Address			
Type of Organization (corporation, partnership, etc.)			

Project Manager:

Name:	
Title:	
Email:	
Phone:	

Person project Correspondence should be directed:

Name:	
Title:	
Email:	
Phone Number:	

List of major subcontractors proposed and areas of responsibility and phone number:

Name:	Responsibility:	Phone Number:

Signature

Date

Please provide documentation that you are an actuary licensed consultant or broker in the State of Texas.

Disclosure Agreement (Attachment C)

The cities of Bedford, Colleyville and Watauga intend to contract with a firm to provide health and benefit advisory services on a straight fee for services basis. As part of this contract, the firm must agree to full and complete disclosure and transparency in relation to the negotiation of benefit products and services. By signing this agreement, the selected firm, agrees to full and complete disclosure of any and all agreements it has with the firm it recommends for use by the cities, including the following:

- Identification of any and all national agreements, including any type of contingent fee arrangement, the firm has that would result in firm receiving any commissions or other form of profit from the recommended company.
- Any type of steering commission relating to the cities including any form of financial payment made to firm for placing business with the recommended company.
- Any form of profitability-based contingent commission related to the cities including but not limited to any type of reward given firm for placing business with the recommended company that results in higher than expected profits from the company.

Firm will allow the cities to elect to be directly and specifically excluded from any insurance carrier supplemental compensation agreements of the cities' desires and at their sole discretion.

The cities require full disclosure of any commissions as outlined above and the right of approval based upon the cities operating philosophies. If the commission is approved by the cities, firm's annual fee would be adjusted by the commission received. Firm will not receive any increased bonus or commission from any company due to placing business with the cities.

Agreed to and Approved:

Firm

Authorized Signature

Printed Authorized Signature

Attachment D

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

Attachment D (continued)

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.

X. CERTIFICATION STATEMENT

Certification Statement (Attachment E)

The undersigned does hereby declare that they have read the specifications for Request for Proposal # 17-010 Employee Benefits Insurance Broker & Consulting Services and with full knowledge for the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that the firm of _____ and its response comply with these specifications.

Signature

Printed Name

Title

Date