



**REQUEST FOR PROPOSAL
CITY OF BASTROP, TEXAS
June 7, 2021**

Dental Request for Proposal

(Fully Insured Dental)

RFP #HR10.2021

**PROPOSALS DUE:
Wednesday June 30, 2021 at 3:00 p.m. CST**

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

City of Bastrop, Texas

RFP Data

Proposal Number: HR10.2021
Title: Dental Request for Proposal
(Fully Insured Dental)
Issue Date: **June 7, 2021**

Proposal Due

Date: **Wednesday June 30, 2021**
Time: 3:00 p.m. CST

Location/Mail Addresses:**1 original and 1 electronic copy (USB thumb drive):**

Ali Becerra
HUB International
10000 North Central Expressway, Suite #1200
Dallas, TX 75231

Location/Mail Addresses:**1 original:**

Tanya Cantrell
HR Director
1311 Chestnut St.
Bastrop TX, 78602

Please Note: If you are unable to produce a fully prepared binder as a response to the RFP due to COVID-19, the City will allow you to mail in a USB thumb drive in lieu of binder. Please send a copy to both locations listed above.

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1. NOTICE TO VENDORS

Sealed proposals will be received by HUB International until 3:00 p.m. local time **June 30, 2021**, for the purchase of services as follows per proposal instructions and specifications:

**REQUEST FOR PROPOSALS FOR FULLY INSURED DENTAL
EMPLOYEE BENEFITS INSURANCE PLANS**

RFP #HR10.2021

DO NOT OPEN UNTIL 3:00 p.m., June 30, 2021

Qualified prospective suppliers may obtain copies of the proposal with information at the office of Ali Becerra at HUB International, 10000 North Central Expressway, Suite #1200, Dallas, TX 75231

Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The City of Bastrop reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Bastrop shall have a financial interest, direct or indirect, in this or any contract with the City of Bastrop. Minority and small business vendors are encouraged to submit a proposal on any and all City of Bastrop projects.

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2. SPECIFICATION REQUIREMENTS AND INSTRUCTIONS

A. Important Dates:

RFP Issue Date: June 7, 2021

RFP Due Date: **June 30, 2021**

Coverage Effective Date: October 1, 2021

B. Submission Information:

One original and one electronic copy (USB thumb drive), each with a signed signature page, will be accepted until **3:00 p.m. on June 30, 2021**. Proposals may be delivered to:

Attn: Ali Becerra
HUB International
10000 North Central Expressway, Suite 1200
Dallas, TX 75231

One sealed copy (1 original) each with a signed signature page, will be accepted until 3:00 p.m. on June 29, 2021. Proposals may be delivered to:

Attn: Tanya Cantrell
HR Director
1311 Chestnut St.
Bastrop TX, 78602

Please note: If you are unable to produce a fully prepared binder as a response to the RFP due to COVID-19, the City will allow you to mail in a USB thumb drive in lieu of binder. Please send a copy to both locations listed above.

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

C. Cover Letter and Summary: This section should contain the name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions. A representative authorized to bind the company must sign the cover letter. Prefacing the proposal, include a summary that gives in brief, concise terms, and a summation of your proposal and the expected benefits of the proposal to the City of Bastrop.

The cover letter must specify which lines of coverage you are proposing.

D. Vendors requesting additional information: Requests for additional information should be made no later than **5:00 p.m. on June 15, 2021** and should be directed to **Ali Becerra, Marketing Assistant, HUB International, via mail at 10000 N. Central Expressway, Suite 1200, Dallas, TX 75231, via email ali.becerra@hubinternational.com or via fax at 214-443-2424. All requests must be made in writing; oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be mailed, emailed, or faxed to all**

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who are known to have received a copy of this proposal. It is the responsibility of the respondent to check for addenda by email. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published by email no later than Thursday, June 17, 2021.

- E. Confidentiality:** Information contained in the RFP is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the benefits plans stipulated in this RFP.
- F. Proposal Review:** The City reserves the right to accept or reject, in part or in whole, any portion of the proposals, waive minor technicalities, and select the proposal which best serves the interest of the City. The City also reserves the right to waive or dispense with any of the formalities contained herein.
- G. Premium Costs:** All premium costs related to the RFP must be clearly defined, and all deviations from the specifications must be clearly identified and explained.

The information contained in the RFP is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty. Requests for interpretation of the specifications should be directed to Andrew Weegar, Employee Benefits Specialist.

- H. Legal Consideration:** All parties submitting proposals are expected to comply with all federal, state, and local laws and regulations pertaining to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with applicable laws.
- I. Carrier Information:** It is expected that those submitting RFPs will provide full disclosure on the insurance carriers who will be used for each line of coverage requested. Failure to provide this information may result in disqualification or rejection of the RFP.
- J. RFP Notification:** Parties who are selected to provide benefits coverage to the employees, based on the RFP submitted, will be notified as soon as possible following thorough review by City management and City Council.
- K. Proposal Format:**
 - 1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Alternative proposals will also be considered, provided the alternatives are clearly explained. Exceptions to or deviations from the specifications must be explicitly identified.
 - 2. Those submitting proposals are responsible for the full costs associated with the preparation of the proposal.
 - 3. Proposals may be withdrawn prior to the closing time for RFPs, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 90 days or the effective date of the new plan, whichever is latest.

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4. Accuracy in the proposals submitted is essential. All parties are asked to proof proposals for compliance with all stipulations of the RFP and accurate numbers submitted.

- L. Disqualification and Rejection of Proposals:** Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specification, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.
- M. Basis for Consideration:** The City will review all proposals for completeness based on the requirements in this RFP. Those found to be incomplete or fail to address the needs of the City will not be evaluated. Only those proposals that are complete, with all required documentation will be evaluated. Respondents should initially submit their best offer. If an award is made, primary consideration will be given to the respondent's proposal deemed to be in the best interest of the City.
- N. Service Considerations:** The City will evaluate the proposals on factors other than cost, including level of benefits and coverage area. After a preliminary evaluation of the technical criteria, the cost proposal will be included in the evaluation process.
- O. Right to Reject:** Merely submitting a proposal does not warrant an expressed or implied contract for the insurance program for the City of Bastrop.
- P. Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed lines of coverage.
- Q.** The City reserves the right to:
- require additional technical and pricing information and
 - have discussion with Respondents regarding all elements which comprise the Respondent's proposal,
 - to accept all or part of any proposal, or
 - to reject any or all proposals, and
 - to re-solicit for proposals.

The award of the contract shall be made to the responsible Respondent whose proposal is determined to be the lowest responsible respondent or the respondent who provides the best value to the City relative to price, qualifications, and quality of services, as set forth above. A proposal may not be withdrawn or canceled for period of (90) days following the date designated for the receipt of proposals, and respondents so agree upon the submission of their proposals. Respondents are expected to examine the instructions, specifications, terms and conditions prior to submitting their proposal. Failure to do so will be at the respondent's risk. At the City's request, Respondents may be selected for in-person presentations. All proposals and related materials become the property of the City. The City reserves the right to reject any or all proposals submitted.

- R.** To the extent any portion of the section conflicts with the Terms and Conditions, the provisions of this Section shall be controlling.

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- S. Certificate of Interested Parties Form:** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity of state agency. The law applies only to a contract of governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

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

Filing Process:

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

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

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3. CONTRACTUAL PROVISIONS FOR CONSIDERATION

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

A. Handling of Claims & Customer Service:

1. The contractor must agree to deliver quality customer service to the City and its employees, and follow all applicable regulations and industry standards. Any problems related to servicing the contract, the employees, or the City with regard to billing procedures must be rectified immediately.
2. The contractor shall submit separate invoices, in duplicate, for payment as directed by the City. Invoices should include the contract number and will be itemized in accordance with the components of the contract. Payment will not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed. Whichever is later.
3. If invoices have not been paid by the due date, the contractor will submit an overdue reminder notice. The City reserves the right to review all of the contractor's invoices after payment and recover any overpayments discovered in such review.

B. Continuity of Coverage: All employees, spouses, and dependents covered by the current plan are to receive immediate coverage under the new plan.

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

D. Insurance

1. Bidder's attention is directed to the insurance requirements as attached in *Appendix A*. It is highly recommended that respondents confer with their respective insurance carriers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
2. Respondent may, upon written request to the HUB International, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the proposal.
3. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Bastrop.

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- E. Equal Opportunity:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.

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4. TERMS AND CONDITIONS

The terms and conditions set forth in this Request for Proposal shall be incorporated into and be a part of any Request for Proposal submitted to the City of Bastrop for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Bastrop, Texas.

- A. ADDENDA:** Any interpretations, corrections or changes to this Request for Proposals or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in HUB International Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this proposal. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
- E. AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.
- F. BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on similar items of like quality may be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
- G. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. HUB International will make all change orders to the contract in writing as allowed by law.
- H. COMMUNICATION:** The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.

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- I. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Bastrop.
- J. CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
- K. CONTRACT ENFORCEMENT:**
1. The City reserves the right to enforce the performance of any contract that results from an award of this Request for Proposal. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor.
 2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
 3. Any notice provided by this Request for Proposal (or required by law) to be given to the successful respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Bastrop by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful respondent at the address provided in the proposal; this shall not prevent the giving of actual notice in any other manner.
 4. The successful respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Request for Proposal and the UCC, the Request for Proposal will control. In the event of a conflict between the terms of this RFP and the contract, the terms of the contract shall be controlling.
- L. DELIVERY:**
1. Delivery date is important to the City and may be required to be a part of each proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Bastrop, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.

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2. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the respondent's expense.
3. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
4. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to HUB International, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

M. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City, except in accordance with City Policy.

N. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Request for Proposal will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the Request for Proposal. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

O. FELONY CRIMINAL CONVICTIONS: The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

P. FORCE MAJEURE: *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

Q. INDEMNITY AGREEMENT: Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to

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the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.

- R. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City's Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.
- S. LATE SUBMITTALS:** The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to HUB International. Respondents may confirm receipt of packets by contacting –Ali Becerra 214-443-2401.
- T. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective Respondent must affirmatively demonstrate respondent's financial responsibility. A prospective Respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources. Be able to comply with the instructions, specifications, terms and conditions.
 - b. Have a satisfactory record of performance.
 - c. Have a satisfactory record of integrity and ethics. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- V. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- W. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- X. PRICES HELD FIRM:**
1. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

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2. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- Y. QUANTITIES:** Quantities indicated on the Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in proposal price.
- Z. REFERENCES:** The City requests each Respondent to supply, with its proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- AA. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- BB. REQUIRED DOCUMENTATION:** In response to this request for proposal, all documentation required by this proposal must be provided.
- CC. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 74-6000231.
- DD. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- EE. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- FF. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its

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subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- GG. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- HH. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

- II. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- JJ. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- KK. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract therefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Bastrop County, Texas, where venue for any proceeding arising hereunder will lie.
- LL. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

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5. SUBMISSION FORMS

1. Fully Insured Dental

1. INSTRUCTIONS:

1. Refer to “Specifications Requirements and Instructions” before completing Submission Forms.
2. Propose your best price.
3. The City will choose the combination of insurance plans it determines to be in its best interest, which may mean that a number of contracts could be awarded. The City reserves the right to award several contracts which may result in a respondent receiving a contract for only one (1) coverage, even if the respondent submitted a proposal for several lines of coverage.
4. Please see Specifications, Requirements and Instructions section of this RFP for submission guidelines (copies, deadlines, etc.).
5. You must label the envelope or package – **‘RFP #HR10.2021 Dental Request for Proposal – DO NOT OPEN UNTIL 3:00 p.m. June 30, 2021.’**
6. The City maintains a single non-profit premium trust for premium payments. Proposers for fully insured dental should exclude premium taxes from premiums per Chapter 222, section 222.002 of the Texas Insurance Code.

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6. DEVIATIONS FROM SPECIFICATIONS

NOTE: THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

1. Describe, in detail, any deviations from the specifications.

- Does your organization agree to the Specifications for Proposers as outlined in the RFP?
- Will your organization administer and/or underwrite the benefits as outlined in the RFP?

_____ We have made no exceptions or deviations to the specifications.

Firm Name: _____

Signature of Person authorized to sign on behalf of firm.

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7. RFP OVERVIEW

The City of Bastrop currently offers a Fully Insured PPO Dental program. The key objectives of this RFP are to:

- Lower costs
- Minimize the administrative burden on HR staff
- Keep risk and financial uncertainty off financial statements when possible
- Minimize the disruption to the employees and the anxiety associated with change
- Provide innovative solutions to “bend” healthcare cost trends

Key Dates associated with the RFP are listed below:

- Release of Request For Proposal June 7, 2021
- Deadline for Questions 5:00pm, June 15, 2021
- Response to Vendor Questions June 17, 2021
- Proposal Deadline **3:00 PM CST, June 30, 2021**

Please direct all questions regarding the RFP to our Benefits Consultant in writing:

Ali Becerra
Marketing Assistant
HUB International
Direct: 214-443-2412
Ali.Becerra@hubinternational.com

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

8. CLIENT INFORMATION

Employer: City of Bastrop

Location: 1311 Chestnut St.
Bastrop, Texas (78602)

Group(s): All active employees and retirees

Size: 137 Active Employees
8 Retirees
2 COBRA

Industry: Municipality

Current Vendors: Fully Insured Dental - UHC

Eligibility: Director Level Positions: 1st of the month following date of hire
All Other Employees: 1st of the month following 60 days

If you are a full-time employee who regularly works a minimum of 30 hours per week, you are eligible to participate in the City's benefit plans. Part-time employees who work a minimum of 20 hours a week are also eligible to participate in the City's Dental plans. Part-time employees who elect coverage will be responsible for 50% of the Employee premium.

Current Benefit Plans: See Plan Designs

Geo Access: Dental: 2 General Dentists within 10 miles;
2 Specialists in 10 miles

Geographic Coverage: Nationwide

Plan Year: 10/1/2021

Consultant: Andrew Weegar
HUB International
10000 N. Central Expressway
Suite 1200
Dallas, TX 75231

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

9. REQUIREMENTS - SPECIFICATIONS

Quoting Instructions

We would like Vendors to quote based on the Current Plan Designs for Dental.

Commissions:

All policies should be quoted net of commission.

Contract Length:

This RFP is for a five-year contract. A three-year contract with two one-year renewal options with caps, a two-year contract with three one-year renewal options with caps or a one-year contract with options for four one-year renewal options with caps will be considered. If it is the respondent's intent to increase rates at the renewal date, the City must be notified of the maximum increase for each renewal period and the basis for calculating the increase. **The City must be notified of renewal rates 90 days prior to the effective date** of the rate change.

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

10. PLAN DESIGNS

CURRENT DENTAL BENEFIT SUMMARY

DENTAL BENEFITS	UHC
	Current
Type I – Preventive Services	100%
Waiting Period	None
Oral Examinations	Type I (2 per year)
X-rays	
- Bite Wings Frequency	Type I (1 per year)
- Full Mouth Frequency	Type I (1 set per 3 years)
Cleanings	Type I (2 per year)
Topical Fluoride Treatment	Type I (under age 16)
Sealants	Type I (under age 16)
Space Maintainers	Type I (under age 16)
Type II – Basic Services	80%
Waiting Period	None
Fillings	Type II
Root Canal Treatment	Type II
Root Planning	Type II
Periodontic Maintenance	Type II
Periodontal Surgery	Type II
Extractions	Type II
General Anesthesia	Type II
Palliative Treatment (Relief of Pain)	Type II
Type III – Major Services	50%
Waiting Period	None
Crowns	Type III
Inlays and Onlays	Type III
Removable / Fixed Bridge-Work	Type III
Partial or Complete Dentures	Type III
Denture Relines / Rebases	Type III
Implants	Not Covered
Type IV - Orthodontia	50%
Waiting Period	None
Orthodontia Lifetime Maximum	\$2,000
Orthodontia Eligibility	Child Only (to age 19)
Calendar Year Deductible	Applies to II, III
Individual	\$50
Family	\$150
Dental Annual Maximum	\$2,000
Maximum Rollover	Included
Waiting Period Applies to:	None
UCR Out of Network Percentile	90th Percentile

Note: This is a brief summary and not intended to be a contract.

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

11.RATES AND CONTRIBUTIONS

CURRENT DENTAL PLAN RATES

DENTAL RATES	UHC 2021-2018	Lincoln 2018-2016	Lincoln 2016-2015
Employee/Retiree Only	\$28.16	\$28.16	\$33.01
Employee/Retiree + Spouse	\$56.31	\$56.31	\$66.01
Employee/Retiree + Child(ren)	\$68.83	\$68.83	\$80.69
Employee/Retiree + Family	\$98.18	\$98.19	\$115.10

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DENTAL EMPLOYEE CONTRIBUTIONS

Dental Costs	Monthly
Employee Only	\$0
Employee & Spouse	\$28.15
Employee & Children	\$40.67
Employee & Family	\$70.02

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

12. VENDOR SELECTION CRITERIA

(Fully Insured Dental)

A. Cost (30%)

- a) Fixed Costs: includes insurance costs and administrative costs
- b) Variable Costs: costs stated as a percentage of paid claims, cost management (i.e., shifting of more/less workload to City staff)
- c) Ability to reduce claims expense: network discounts and network access
- d) Financial Stability (AM Best Rating)

B. Cost Containment / Innovative Solutions (20%)

The respondents demonstrated and proposed ability to implement innovative cost containment solutions is a significant factor to provider selection. These can include but are not limited to:

- a) Provider cost and quality solutions
- b) Value based benefit solutions
- c) Health risk management solutions

C. Population Health Management Programs (20%)

The respondents demonstrated and proposed abilities to improve health of the population and prevent health plan costs are critical to provider selection.

- a) Utilization review programs
- b) Case management programs
- c) Disease management programs
- d) Wellness programs, tools and resources
- e) Dedicated wellness consultant and coordinator
- f) Return on investment analysis and reporting

D. Communication (5%)

- a) Educational material for employees
- b) Summary Plan Description capabilities
- c) On-line resources and tools
- d) Administrative kits for locations
- e) Bilingual capability

E. Claims Processing (10%)

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

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F. Integrated Systems / Technology Initiative (10%)

- a) Eligibility
- b) Claims function
- c) UR / CM / DM integration
- d) Stop loss intrusion
- e) Electronic claims inquiry
- f) Internet based enrollment/eligibility capabilities
- g) Access, format and frequency of management reporting

G. Past Performance (5%)

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

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HEALTH AND WELFARE REQUEST FOR PROPOSAL

13. SUBMISSION FORMS

(Please complete the attached Excel Submission Form documents and submit with your proposal)

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

14. SUMMARY CONDITIONS AND SPECIFICATIONS - RFP

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

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Bastrop.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Bastrop, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Bastrop prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Bastrop in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY:

AUTHORIZED REPRESENTATIVE:

Signature _____

Date _____

Name _____

Title _____

Tel. No. _____

FaxNo. _____

Email. _____

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

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>		

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL
STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of

(Person name)

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Bastrop.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

CITY OF BASTROP

HEALTH AND WELFARE REQUEST FOR PROPOSAL

ATTACHMENTS

Census

Plan Documents

Non Profit Trust Agreement

Dental Experience

Dental Provider Disruption – 50