# **NOTICE TO RESPONDENTS**

The Roma Independent School District, also referred to as the "Planholder", is calling for proposals on Employee Benefit Plans for eligible individuals and their dependents.

Sealed proposals addressed to Alfonso H. Perez, Business Manager, Roma Independent School, will be received on May 31st, 2017 until 10:00 a.m. at which time they will be taken to the Manuel Guerra Building staff development room, publicly opened, and the names of company(ies) responding shall be announced. Proposals must be in the Roma Independent School District's possession on or before the aforementioned date and time (no late proposals will be accepted).

#### **EMPLOYEE BENEFIT PLANS**

# A. Health Plan

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR PROPOSALS-RFP" notice via e-mail or reading same in the newspaper may obtain solicitation documents by visiting the Roma Independent School District's website: www.romaisd.com and selecting Purchasing from the Departments menu. Proposal responses are to be submitted via email as well as, in hard copy format. Your electronic submittals shall be reflective of your hard copy submittal. The Roma Independent School District reserves the right to refuse and reject any or all Proposals and to waive any or all formalities or technicalities, or to accept the Proposal(s) considered the best and most advantageous to the Roma Independent School District, and hold the proposals for a period of 120 days without taking action.

Questions regarding the RFP of a contractual nature may be e-mailed to Alfonso H. Perez, Business Manager at <a href="mailto:ahperez@romaisd.com">ahperez@romaisd.com</a> by Monday, May 8<sup>th</sup>, 2017

The Request for Proposal documents can be obtained only by downloading appropriate forms from the Roma Independent School District's website at <a href="https://www.romaisd.com">www.romaisd.com</a> and selecting Purchasing from the Departments menu.

Hand-deliver Proposals: Roma I.S.D.

Attn: Alfonso H. Perez, Business Manager

608 North Garcia Roma TX 78584

Land Courier (i.e., FedEx, UPS): Roma I.S.D.

Attn: Alfonso H. Perez, Business Manager

507 Bravo Blvd. Roma TX 78584

Mail Proposals: Roma I.S.D.

Attn: Alfonso H. Perez, Business Manager

P.O. Box 187 Roma, TX 78584

<u>e-mail proposals:</u> ahperez@romaisd.com

# **BACKGROUND INFORMATION**

# **ORGANIZATION**

The Roma Independent School District employs on average 980 full time employees directly. Full time employees are eligible for all benefits.

### **GOALS & OBJECTIVES**

The Roma Independent School District attempts to provide high quality healthcare and related benefits that meet employee needs at a competitive price. The Roma Independent School District has a responsibility to manage insurance costs effectively and efficiently. It also has a responsibility to ensure that the employees have access to quality coverage. The primary goal of this RFP process is to enter into agreement with a provider to provide employees' benefits at an economical value. All coverage will be effective October 1, 2017. Open enrollment is scheduled for late August and early September 2018.

### **CURRENT COVERAGE AND SERVICES**

A summary of benefits has been provided within this RFP. Additional information has been included with the summary of benefits for each product.

# INSTRUCTIONS TO RESPONDENTS

#### **DEVIATION FROM SPECIFICATION**

Please read your solicitation documents thoroughly and be sure that the INSURANCE PLAN(S) offered comply(ies) with all requirements. Any variation from the specifications must be clearly indicated on a "Point-by-Point" basis and covered by letter attached to and made a part of your proposal. If no exceptions are noted, and you are the successful vendor, it will be required that the INSURANCE PLANS be provided as specified.

#### **PURPOSE**

The purpose of these specifications and request for proposal documents is to describe and ultimately make it possible for the Roma Independent School District to procure the services of selected respondent in response to our Employee Benefit Plans Request for Proposals. The INSURANCE PLAN to be selected and purchased by the Roma Independent School District, is the best value for the district, in accordance with Texas Education Code, section 44.031 purchasing contracts for the purchase of insurance. The Roma Independent School District's decision shall be final.

#### INTENT

The INSURANCE PLAN to be furnished under this proposal shall be as specified and shall meet all proposal requirements. There is no intention to disqualify any respondent whose INSURANCE PLANS can meet the requirements as outlined.

#### SUBMITTAL OF PROPOSAL

Proposals shall be submitted in sealed envelopes upon the blank form of proposal attached hereto, as outlined on Page 14 (Required Response Proposal Format and Organization). Each proposal must be completely filled out and submitted in TRIPLICATE FORM (One (1) original marked "ORIGINAL," and two (2) copies marked "COPY 1" and "COPY 2," complete with all supporting documentation). Proposals submitted by facsimile (fax) will NOT be accepted. Submittal of a proposal in response to this Request for Proposals constitutes an offer by the Respondent and a contract if accepted by the Roma Independent School District. Proposals which do not comply with these specifications/requirements may be rejected at the option of the Roma Independent School District. Proposals must be filed with the Roma Independent School District, before opening day and hour. No late Proposals will be accepted. They will be returned to Respondent unopened (if properly identified).

Envelopes must be clearly marked: ROMA ISD EMPLOYEE BENEFIT PLAN

Where in this proposal package INSURANCE PLANS is used, its meaning shall refer to the Employee Benefit Plans as described in the Instructions to Respondents.

## PREPARATION OF PROPOSAL

Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners

shall execute the proposal. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### ALTERATIONS/AMENDMENTS TO PROPOSAL

Proposals CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the Roma Independent School District.

#### **NO RESPONSE**

If unable to respond, respondent should return inquiry-giving reasons.

### **EXCEPTIONS**

The respondent shall attach to his/her proposal, any exceptions to the specification requirements.

#### DISCREPANCIES

In the event of discrepancies in extension(s), unit price(s) will govern. Proposals subject to unlimited price increase will not be considered.

### **ACTION TAKEN**

Roma Independent School District may hold proposals 120 days after reading of same without taking action. Respondents shall hold their proposals firm for the same period of time.

### SYNONYM

Where in this proposal package INSURANCE PLANS is used, its meaning shall refer to the Employee Benefit Plans as described in the Instructions to Respondents.

### RIGHT TO WAIVE/TAKE EXCEPTION

The Roma Independent School District reserves the right to waive or take exception to any part of these specification requirements when in the best interest of the Roma Independent School District.

#### SHORT-LISTED FIRMS

Several firms may be short-listed for further consideration, and may be required to submit supplemental information and/or asked to participate in informal meetings/presentations. The Roma Independent School District reserves the right to obtain clarification of any information in the proposal response. Failure of respondent to timely and sufficiently answer such request(s) for additional information and/or clarification may result in rejection of the proposal from further consideration.

# **PUBLIC PRESENTATIONS**

Additionally, after the review, the Roma Independent School District may require that formal public presentation be made before the selection committee and/or school board.

# **EXPENSES**

If a firm is asked to make a presentation to the selection committee and/or school board, all expenses associated with travel, lodging, meals, etc., shall be borne by the firm. By the same token any expense(s) incurred by the respondents in putting together their proposal shall be the responsibility of the respondent. The Roma Independent School District shall not be responsible for any reimbursements to any firm.

# **INFORMATION**

Roma Independent School District reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of the Roma Independent School District. The Roma Independent School District also reserves the right to waive or dispense with any of the formalities contained herein.

Proposals are to be submitted on the basis of the specifications/requirements contained herein. Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty.

Proposals shall be accepted if delivered in person or by the U.S. Postal Service, Federal Express, UPS, etc. Roma Independent School District will not be responsible for missing, lost, or late mail.

# **LEGAL**

All parties submitting proposals are expected to comply with federal, state and local laws and regulations relative 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 American with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

# COMMUNICATION

Primary communication shall be via the internet. Request for Proposal packet, and addenda shall be posted on the internet. This project is being administered by the Roma Independent School District, Alfonso H. Perez, Business Manager, e-mail: ahperez@romaisd.com, Phone: (956)849-1377 x2226, Fax (956) 849-3118.

#### INDEMNIFICATION CLAUSE

The Respondent hereby agrees to protect, defend, indemnify and hold the Roma Independent School District and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the Roma Independent School District arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the Roma Independent School District, death or damages to property (including

property of the Roma Independent School District) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Respondent. In addition, the Respondent shall protect, defend, indemnify and hold the Roma Independent School District and its employees, agents, officers and servants free and harmless from all losses, claims, liens. demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Business Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Respondent or the Roma Independent School District or to enlarge in any way the Respondent's liability but is intended solely to provide for indemnification of the Roma Independent School District from liability from damages or injuries to third persons or property arising from Respondent's performance hereunder.

### **ADDENDA**

Respondent shall carefully examine the proposal forms, specifications, and Instructions to Respondents. Should the respondent find discrepancies in, or omissions from proposal forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Business Manager (956)849-1377 x2226 and obtain clarification by addendum prior to submitting any proposal. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Respondents' responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondents' signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the Roma Independent School District and as such are made part of the original solicitation documents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements.

### **ASSIGNMENT**

Neither the Respondent's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the Roma Independent School District.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the Roma Independent School District in accordance with section entitled "ADDENDA."

# **GEOGRAPHICAL LOCATION**

The geographical location(s) of respondent will be a factor in the evaluation and award of contract.

# **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the Roma Independent School District. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The Roma Independent School District shall have the right of inspection of said undertakings at any time.

# **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the Roma Independent School District cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the Respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **VERBAL THREATS**

Any threats made to any employee of the Roma Independent School District, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the Roma Independent School District will immediately sever the contract with the Vendor on contract.

# **AUDIT**

The Roma Independent School District reserves the right to audit the vendor's books and records relating to the performance of this contract. The Roma Independent School District, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by Roma Independent School District to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the Roma Independent School District. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any proposal, unit prices/rates v totals, unit prices/rates will govern.

### **PAST PERFORMANCE**

Vendors' past performance shall be taken into consideration in the evaluation and award of a Service Contract.

#### JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Starr County, Texas.

#### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Starr County, Texas.

#### **CONFLICT OF INTEREST**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the Roma Independent School District not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offence under Chapter 176 is a Class "C" Misdemeanor.

### NON-APPROPRIATION CLAUSE

For purposes of this project, award will be contingent on approval of budget. In the event that no funds are appropriated for this specific purpose, the Roma Independent School District reserves the right to cancel/terminate this contract. The Roma Independent School District shall be relieved of any and all responsibilities and/or obligations, without penalty(ies) of any sort. The Respondent shall be notified in written form of the Roma Independent School District's intent to cancel/terminate said contract due to lack of funds.

# **OMISSIONS**

At the time of the opening of proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal packet. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

# **COSTS FOR PREPARATION OF PROPOSAL**

The Roma Independent School District shall not be held liable for any costs incurred by any Respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

# **PAYMENT IF CONTRACT IS TERMINATED**

The Roma Independent School District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

# **PAYMENT TERMS**

By the twentieth (20th) day of each calendar month, Provider shall submit in a form and with detail satisfactory to the Roma Independent School District, a statement of its coverage during the current month from the activity recorded and computed, said statement/invoice shall be available to the Employee Benefits Coordinator for further processing. The Roma Independent School District will execute payment by mail once fees for-services are reconciled no later than 45 to 60 days after billing/invoice is periodically turned in, in strict accordance with the Roma Independent School District's required cycle. No other method of payment will be considered. Such billing and payment shall be based on the unit prices set forth in the Contract Documents.

# **HUB VENDOR(S) CERTIFICATION**

State Certified "HUB Vendor(s)" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Business Manager at (956) 849-3118. Purchasing & Contracting Department at (956) 849-3118.

#### **PROPOSAL FORM**

Respondents are advised that it shall be a mandatory requirement of this project that all Respondents submit their proposals utilizing the forms that make up this solicitation package. Proposals submitted utilizing other forms and/or formats will not be considered. Respondents must submit an Electronic Copy of their Proposal (PDF version) to include the Excel Spreadsheets (in Excel form) which have been indicated as "Required RFP Response Questionnaire(s)" via CD or USB drive along with their formal Sealed Proposal submittal. Proposal(s) must be submitted in printed "Sealed Proposal" form as well as in "Electronic" form in order to be considered responsive.

### **REQUIRED FORMS**

All Respondents, including the current carrier(s) and/or administrator(s), shall complete the RFP solicitation forms provided. All RFP forms submitted must be signed by an authorized official of the carrier. FAILURE TO COMPLETE RFP FORMS WILL RESULT IN PROPOSAL BEING DISQUALIFIED.

### **LITIGATION**

Be advised that any Respondent that is involved in any litigation with the Roma Independent School District will not be considered for award of this service contract.

# **ANTI-LOBBYING PROVISION**

During the period between RFP solicitation, submission date, and the contract award, Respondents, including their agents and/or representatives/owners, shall not directly or promote their Proposal to any member of the Roma Independent School District Board or staff except in the course of District sponsored inquires, briefings, interviews, and/or presentations requests. Violation of this provision may result in the rejection of the Respondent's Proposal submittal.

### **DISCLAIMER**

While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, Roma Independent School District accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided "as is" and you, the user, assume the entire risk when you use them.

#### **WAIVER**

Due to the electronic transmissions, the Roma Independent School District does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded.

### **TERM**

#### **Base Proposal Term:**

RFP's are anticipated to provide a 12-month rate guarantee, with a contract period of October 1, 2017 through September 31, 2018. The Roma Independent School District reserves the right to extend this contract for two (2) additional years, in one (1) year increments if performance of the successful providers is satisfactory, their plan(s), and premiums remain firm.

### **CONTRACT EXTENSIONS**

At the end of the third plan year, Roma Independent School District reserves the right to extend this contract as it deems to be in the best interest of Roma Independent School District. This extension will be twelve (12) month increments for up to an additional twenty four (24) months (2 year option).

However, the Planholder reserves the right to accept a guarantee of less than or more than 12-months if it is in the Planholder's interests. Providers are asked to provide their most competitive offer, in addition to the Base and/or Alternate proposal as requested above.

#### **AGENT COMMISSIONS**

Roma Independent School District requests all proposals on a direct basis from vendors. All proposals are to be submitted <a href="MECORD LETTER WILL NOT BE ISSUED">NET OF ANY AGENT/BROKER FEES</a> or <a href="COMMISSIONS">COMMISSIONS</a>. AN AGENT OF RECORD LETTER WILL NOT BE ISSUED.

Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications must be explicitly identified.

Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications.

#### DISQUALIFICATION AND REJECTION OF PROPOSALS

Failure to comply with the requirements and/or the procedures set forth herein, or to satisfy the insurance and servicing criteria may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

## **ENROLLMENT**

The basis for "take-over" of employee benefits for each of the Providers is to be Roma Independent School District's enrollment records. Each selected Provider is to be expected to provide a knowledgeable person to explain benefit provisions during enrollment meetings. The selected Providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings.

#### **OVERALL REQUIREMENTS**

Respondents must be authorized to do business in the State of Texas. All proposals must be in compliance with the Texas Insurance Code and submitted in compliance with section 44.031 of the Texas Education Code.

The respondents must not exclude from Plan participation any actively at work or on-leave, employee and their respective dependents. The Respondent must accept the Roma Independent School District's current Benefit Booklet/Document(s).

The Roma Independent School District shall not pay commissions on any line of coverage. If any commission fee or other reimbursement arrangements are paid to any individual and/or organization(s), they must be disclosed in the proposal (indicating who is being paid and how much). Each Respondent must sign the enclosed Non-Collusion Affidavit or their proposal shall not be considered.

Respondents must specify all deviations in the quotation from these specifications, existing coverage or plan of benefits under deviation or limitation on each Proposal Form. It is understood that your proposal is in compliance with the specification for any deviation(s) noted on the Proposal Form.

Respondents must specify any and all deviations in their quotation/proposal which differ from the solicitation requirements/specifications, existing coverages, and/or plan of benefits, such deviation and/or limitation must be indicated on each respective "Required RFP Response Questionnaire"/Proposal Form. It is understood that if your proposal(s) do not indicate any deviations and/or limitations, that it is, in compliance with the specification/requirements, existing coverages, and/or plan of benefits as currently indicated. Respondents shall be responsible to process the post run off claims that are incurred not paid.

All records, files, and miscellaneous data necessary to administer the plan shall be and remain the property of the Roma Independent School District.

This Request for Proposal solicitation does not commit the Roma Independent School District to enter into a contract, nor does it obligate them to pay any costs incurred in preparation, submission or presentation of proposals or in anticipation of a contract.

# **EVALUATION PROCESS**

All insurance group plans and/or plan options, if more than one, shall be reviewed, evaluated, and awarded individually, or in any combination thereof.

### **SELECTION CRITERIA / RIGHT TO REJECT**

The Roma Independent School District reserves the right to reject any or all of the proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is the best and most advantageous to the Roma Independent School District. Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications/requirements. The Roma Independent School District reserves the right to issue subsequent specifications/requirements. The contract will be awarded to the vendor who submits the best and most advantageous proposal based on the relative importance of the selection criteria. All insurance plans will be evaluated and awarded individually or in any combination thereof.

While price is a paramount consideration, the Roma Independent School District will take into consideration all outlined factors in determining which is the best and most advantageous proposal. The Roma Independent School District reserves the right to reject any or all proposals, issue a subsequent Proposal Specification, cancel the entire Proposal Specification, and/or remedy technical errors in the Reguest for Proposal.

# **EVALUATION FACTORS**

# **Vendor Qualification (33 points)**

- Experience in Industry
- References
- Performance
- Financial Stability
- Administration & Technical Capabilities
- Claims Processing
- Management Reporting
- Services Provided
- Regulatory Knowledge of Federal, State and Local Laws, Regulations, Policies
  & Procedures

### Vendor Expenses (33 points)

- a) Fixed Costs (as applicable)
  - Fully insured Plan
  - Pharmacy Discount
  - Provider Discount
  - Cobra Administration Rates
  - Premium Rates
  - Set Up Fees
- b) Other Costs (as applicable)

#### Vendor Plan (33 points)

a) Ability to match existing benefits or improve b) Provider Network c) Utilization Management

# RESPONSE INSTRUCTIONS AND REQUIREMENTS

- 1. Required Response Proposal Format and Organization
  - a. A title page for the proposal must show the Group's name, Project #, name of Respondent's firm, address, contact person, contacts' phone number, contacts' e-mail, contacts' fax number, and date. Title page should also indicate which line of coverage for which the proposal has been submitted.
  - b. A table of contents with section numbers must be provided to clearly identify the specified material by section as specified below. Additional tabs within the sections may be added at Respondents discretion but no further sections should be created.
  - c. The proposal should be organized in the following section numbers:
    - I. Title Page
    - II. Required Forms
      - Required RFP Response Questionnaire (Please find this in RFP Attachments)
      - ii. Request for Proposal Certification
      - iii. Non-Collusion Affidavit
      - iv. Conflict of Interest Questionnaire
      - v. References
      - vi. HIPPA Acknowledgement Business Associate Agreement
    - III. Vendor Qualifications
    - IV. Vendor Expenses
    - V. Vendor Plan
    - VI. Samples
    - VII. Miscellaneous

To determine what might go into Sections III, IV, and V, please refer to Evaluation Factors outlined in the Evaluation Process/Evaluation Factors on the previous page

- d. The questionnaires and worksheets provided in this RFP are designed to verify the Respondent's ability and willingness to meet various requirements and expectations about the services provided to Roma Independent School District. When responding to questionnaires/worksheets, please be specific yet concise with answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to the questionnaire. The response could be highlighted in the body of the proposal for further clarification. Responses to the questionnaires and the worksheets MUST BE A PART OF YOUR RESPONSE.
- e. All requested forms and information should be placed in their appropriate section number. To assist, you will see (Response Section XX) by many items listed throughout the duration of the RFP.
- 2. Proposal Clearly Marked: RFP EMPLOYEE BENEFIT PLANS (Response Section I)

# 3. Proposal Term (Response Section IV)

**Base Proposal Term:** RFP's are anticipated to provide a 12-month rate guarantee, with a ontract period of October 1, 2017 through September 31, 2018. The Roma Independent School District reserves the right to extend this contract for two (2) additional years, in one (1) year increments if performance of the successful providers is satisfactory, their plan(s), and premiums remain firm.

However, the Planholder reserves the right to accept a guarantee of less than or more than 12-months if it is in the Planholder's interests, providers are asked to provide their most competitive offer, in addition to the Base and/or Alternate proposal as requested above.

- 4. Since there are important considerations involved in selecting an administrator in addition to rates, the Planholder will be awarding this RFP based on the best and most advantageous proposal submitted. In addition, the contract will be awarded to the respondent that submits the best and possible RFP based on the relative importance and evaluation factors as outlined (Page 13).
- 5. The Administrator must submit evidence of ability to service the group without imposing undue time requirements of the Planholders employees. Each Administrator should list three (3) references it services that are approximately our size. References may be checked if deemed advisable. (Response Section II)
- 6. The Planholder reserves the right to reject any and all Proposals and to accept any Proposals deemed advantageous to the Planholder. Any deviation from these specifications must be stated in detail with complete reference to the RFP specification provision from which the deviation is being made.
- 7. It is the intention of the Planholder to submit the contract or contracts to be recommended to the governing Board at its meeting in June 2017.
- 8. All Proposals must be based on exact duplication of the existing plan benefits unless otherwise specified. Any deviation of benefits must be explained in writing and attached to the Proposal for consideration. All Plan Summaries are included as attachments. (Response Section V)
- 9. HIPAA Compliance with Privacy & Confidentiality guidelines will be required. (Response Section II)
- 10. All Respondents, including the current carrier or administrator, shall complete the RFP forms provided. All RFP forms submitted must be signed by an authorized official of the carrier. FAILURE TO COMPLETE RFP FORMS WILL RESULT IN PROPOSAL BEING DISQUALIFIED.

- 11. Respondents Qualifications (Response Section III)
  - a. All companies submitting Proposals must be licensed by the State of Texas and be permitted to contract with the State or any of its subdivisions. Further, it is preferred that companies be recommended in the latest edition of Best's Life Insurance Reports with a general policyholder's rating of A, or in the case of casualty companies have a rating of at least an A in the latest annual edition of Best's Key Rating Guide.
  - b. Respondents who fall under the guidelines of the Texas Political Subdivision Uniform Group Benefits Act (Chapter 172 Local Government Code) and the Inter Local Cooperation Act (Article 4413 (32c) Vernons Texas Civil Statutes will be acceptable.
  - c. All Respondents must provide their firms' most recently audited financial statement.
  - d. Upon termination, claims, prescription claims, accumulators, and eligible individuals will be released at no charge.

#### 12. Plan Administration Qualifications

- a. Planholder Responsibility: The Planholder will provide for payroll deductions of premium and advise the carrier of additions/deletions from the coverage. The Planholder will assist in the logistics of the enrollment process.
- b. Selected Administrator Responsibility: The Administrator will provide all necessary materials (e.g. ID cards, Books, etc.) to properly administer the Plan of Benefits. The Administrator will be responsible for the proper adjudication of all claims submitted, stop loss reporting and filing.
- 13. Provide an organizational chart of all direct functions required to support Roma Independent School District. Names and resumes of key personnel, with an overall proposal contact person should be provided. Telephone numbers, facsimile numbers, e-mail addresses and physical location should also be provided for key contact personnel. Identify who the Account Management team will be. (Response Section III)
- 14. With the advent of a long term contract, Roma Independent School District's administration is interested in being proactive in managing the cost and benefit makeup of the plans. Although most of the plans are fully insured at this time, it is very important that Roma Independent School District have access to the data required to assist with the management of the plan. Therefore, it is important that Roma Independent School District know exactly what information will be available to them during the year. In light of privacy regulations, please make a statement and provide illustrations as to your company's reporting process. Include in your response any reports available that summarize monthly, quarterly, and semi-annual activity. (Response Section III)
- 15. Roma Independent School District personnel involved with the evaluation of proposals wish to review anticipated enrollment and initial employee communication materials. Obviously, these instruments have a dramatic effect on an employee's first impression of a new plan. Include a proposed communication package in your response along with any statements regarding recommended distribution techniques for improved understanding of coverages. (Response Section III)
- 16. Proposal must include the most recent provider listing and/or pharmacy listing for the Starr and Hidalgo County area, including all retail chains and independent providers. The directory should be inserted in your response. (Response Section V)
- 17. Proposal should include a draft of the Summary of Benefits that would be available for distribution to employees for enrollment purposes and plan inquiry. (Response Section V)