

**THE CITY OF GONZALES,
TEXAS**

**REQUEST FOR PROPOSALS (RFP) for
HEALTH INSURANCE BROKER SERVICES**

CITY OF GONZALES



COME AND TAKE IT

July 3, 2019

820 Saint Joseph Street
GONZALES, TEXAS 78629

CITY OF GONZALES
REQUEST FOR PROPOSALS
HEALTH INSURANCE BROKER SERVICES

Sealed Proposals in response to this RFP addressed to the Finance Department will be received until **Wednesday, July 31, 2019 at 2:00 P.M.**, at 820 Saint Joseph Street, Gonzales, Texas 78629. All Requests for Proposals must be in the City of Gonzales's possession on or before the scheduled date and time (no late RFP will be accepted).

RFP documents can be obtained from the City's website at <https://www.gonzales.texas.gov/p/government/bidrfp>. Any questions in reference to these Proposals may be directed to the Finance Department at (830) 672-2815 or akessler@gonzales.texas.gov.

RFP responses received after the deadline will not be considered. The City shall evaluate the RFP on the basis of technical ability, experience, and ability to perform the work and factors identified within the attached RFP solicitation.

The City of Gonzales reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the City, and hold the responses for a period of 120 days without taking action. The City of Gonzales reserves the right to accept responses from more than one firm determined to be the best option for the City. Respondents are required to hold their responses firm for the same period of time.

Hand-delivered & Courier Submissions:

Finance Department
Attn: Angela Kessler 820 Saint Joseph Street,
Gonzales, Texas 78629

LABELING INSTRUCTIONS: Envelopes must be clearly marked:

**CITY OF GONZALES REQUEST FOR
PROPOSALS HEALTH INSURANCE BROKER
SERVICES**

**CITY OF GONZALES
INSTRUCTIONS TO RESPONDENTS**

I. DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of the RFP. If no exceptions are noted, and you are the successful respondent, the City of Gonzales will require that the service(s) be provided as specified.

II. PURPOSE

The purpose of these specifications/requirements and RFP documents are to award a Service Agreement for:

HEALTH INSURANCE BROKER SERVICES

III. INTENT

The consulting services to be provided under the RFP/Proposals shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Request for Proposals (RFP). There is no intention to disqualify any respondent who can meet the requirements.

IV. SUBMITTAL OF RFP

RFP shall be submitted in a sealed envelope as referenced on the attached solicitation. One (1) signed original marked **“ORIGINAL”**, **FIVE (5)** identical sets marked **“COPY 1”**, **“COPY 2”**, etc. and **ONE (1)** CD/DVD or USB media of the response is to be submitted complete with all supporting documentation. **RFP WILL be accepted in person**, by United States Mail, or by private courier service. **RFP WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFP may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity. Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the RFP becomes the property of the City of Gonzales and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent. RFP which do not comply with these requirements may be rejected at the option of the City. No late RFP will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying a proposal.

Hand-delivered & Courier Submissions:
Finance Department
Attn: Angela Kessler 820 Saint Joseph Street,
Gonzales, Texas 78629

V. ASSIGNMENT

Respondents are advised that the City of Gonzales shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the Finance Department for the City of Gonzales .

VI. PREPARATION OF RFP

GENERAL INSTRUCTIONS:

Responses **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND 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/Bidder whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal 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/Bidder shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondent/Bidder shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ bidder, 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. Any costs associated with assembling this submittal will be at the sole expense of the respondent.

VII. TIME ALLOWED FOR ACTION TAKEN

The City of Gonzales may hold RFP responses after submittal deadline without taking immediate action. Respondents shall maintain their proposals and pricing for no less than 120 days.

VIII. RIGHT TO REJECT/ AWARD

The City of Gonzales reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best value and most advantageous to the City of Gonzales .

IX. AWARD

Award shall be made to the respondent whose proposal, in the opinion of the City of Gonzales, is the most advantageous to the City and can provide the best service and value for the City.

X. ALTERATIONS/AMENDMENTS TO RFP

Request for Proposals CANNOT be altered or amended after the opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Gonzales.

XI. LIST OF EXCEPTIONS

The respondent shall attach to the RFP a list of any exceptions to the specifications/requirements, on a point-by-point basis.

XII. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for Request for Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this solicitation for 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 City of Gonzales in accordance with paragraph entitled “**Addenda and Modifications**”.

XIII. SYNONYM

Where in this proposal, RFP for SERVICES is used; its meaning shall refer to:

HEALTH INSURANCE BROKER SERVICES

XIV. PROJECT INFORMATION AND REQUIREMENTS

A. Background

Gonzales holds a unique place in Texas history as the site of the firing of the first shot for Texas independence. October 2, 1835 eighteen townsmen stood on the bank of the Guadalupe River and refused to give up their small cannon to the Mexican Army. A flag was fashioned showing a black replica of the cannon on a white background with words that would echo through the years, "Come and Take It". Gonzales further carved out its niche in history when 32 men answered the call for help from the Alamo. The immortal 32 were the only reinforcements who made it to the Alamo in time to fight and die alongside many other heroes. After the fall of the Alamo, during the Runaway Scrape, General Sam Houston ordered the town of Gonzales burned. Later soldiers and townspeople returned to Gonzales to rebuild their town. The 49 original blocks and seven public squares laid out in the shape of a Greek cross withstood the test of time and form the first Texas History Museum District. Within the district are museums, historic homes, historic monuments and a thriving downtown made up of buildings built before and around 1900. Before the Alamo, before Davy Crockett the "Come and Take It" challenge was issued. The "Come and Take It" spirit lives on in Gonzales today.

The City employs 105 full-time, benefits-eligible employees and currently offers the following benefits through a fully-insured plan: Employee Group Medical and Prescription Insurance. The City also offers Voluntary Dental Insurance, Voluntary Life and Accidental Death and Dismemberment Insurance (City pays for \$25,000 policy), Voluntary Vision Insurance, Voluntary Short-Term Disability Insurance, Voluntary Accident Insurance, and Voluntary Critical Illness Insurance. Plan year runs from January 1st - December 31st. The City completes open enrollment typically in November of each year.

B. Current Need

The City of Gonzales is seeking insurance broker services for the design of innovative health plans and alignment of benefits with changes in the City's workforce, healthcare industry changes and increasing employee benefit costs. Changes affecting employee benefits are difficult, so it is critical that employees are engaged in this process.

C. Scope of Work Description and Service Specification

A list of service requirements and engagement responsibilities include, but may not be limited to:

1. General

- Plan performance/analysis:
 - a. Review current plan design
 - b. Budget analysis and support;
- Focus on employee health and wellness.
- Enhancement of ongoing employee engagement and education strategies.
- Assistance in developing a long-term strategic plan for employee health care:
 - a. Provide information on employee benefit issues, trends, and proposed or new legislation;
 - b. Assist in developing goals for the City's healthcare program;
 - c. Assist in developing a long-term strategic plan and identifying the tools and resources necessary to implement and evaluate the plan based on the City's health care goals.
- Identification of specific goals to be accomplished over the next three to five years, including but not limited to:
 - a. Health care plan choices;
 - b. Dependent coverage;
 - c. Wellness;
 - d. Consideration of alternative coverage options, such as spousal surcharge;
 - e. Financial options – HSA's, HRA's, etc.
 - f. Ongoing employee involvement and communications; and
- Review and Analysis of the City's Health Care Data including the following:
 - a. Analyze the City's claims data and history in order to recommend changes in plan design to achieve the City's objectives.
 - b. Assist in development of a contribution (employee and employer)

- structure to more closely align costs and contributions by rate tier.
 - c. Clearly define the impact of recommendations for all stakeholders (active employees, COBRA participants). This should be reflected in implementation strategies which may require multi-year strategies.
- Exploration of Cost Containment Strategies:
 - a. Advise the City on plan design, disease management, communications, decision support tools, health education and wellness strategies; assist in implementing corresponding programs as appropriate.
 - b. Keep the City abreast of developments to manage the cost and efficiency of the City's Employee Benefit program.
- Development of ongoing employee engagement and education strategies which will:
 - a. Engage employees at the beginning of the process to enable them to help shape the future of the City's health care plans;
 - b. Educate employees on a monthly basis about the issues surrounding health care and how they can impact their health and the cost of care; and
 - c. Inform employees of any plan changes that result from this review process.
- Feasibility of an employee clinic and enhanced telemedicine
- Advice and guidance in insurance renewals and/or procurement for third party administrative services and reinsurance:
 - a. Monitor ongoing health, vision and dental contracts, including vendor plan administration, vendor compliance with contract, and incurred claims.
- Act as contact between insurance agents and representatives who make inquiries regarding the City's health and welfare benefits offered through the City;
- Assist in drafting and redrafting the health care plan's Plan Document, and its Summary Plan Description;
- Attend and make presentations at Council meetings regarding employee/retiree benefits;
- Schedule conference calls with Human Resources and the health plan TPA as well as present plan updates at quarterly meetings
- Perform actuarial studies to determine the long-term cost/savings of benefits benefit revisions and proposed benefit enhancements. Present findings;
- Develop effective benefit communication plans and materials for employees;
- Provide general consultation on voluntary benefit products, and health and welfare benefits or wellness program incentives;
- Provide information and advise the City on Federal and State regulations impacting benefit plans.
- Provide representatives to enroll employees in all available insurance.

2. Actuarial Services/Financial Services

- Provide actuarial services to assist the City in evaluating the differences, including the relative value and relative cost between various benefit plan

designs;

3. Contracting & Proposals

The consultant shall:

- Support the City with the design, development, preparation and review of contracts and proposals for new and existing benefit programs.
- Develop bid specifications, which shall include but not limited to health plan, administration, Employee Assistance Program, dental, vision, optional and basic life insurance, wellness programs and disease management programs, optional plans such as term life, permanent life, long term disability and other benefits and services the City deems necessary.
- Develop bid specifications for the City's benefit programs.
- Assist with bidders during the proposal process, to answer any questions in order to ensure their complete understanding of the City's intent.
- Assist in the evaluation of bids/proposals received and offer recommendations.
- Assist as needed in the transition between Carriers if the proposal results in change of Carriers.

4. Audits

The Consultant shall:

- Execute confidentiality agreements with the City and its Carriers, when the information to be made available as part of a consulting engagement is considered, or has been identified as, propriety by one of the parties. Propriety data obtained while performing services for the City, shall be separated from other work not directly related to services performed for the City.

5. Staffing

The Consultant shall:

- Maintain staffing levels to manage and oversee all aspects of the contract.
- Ensure the principal project staffs have the Society of Actuaries, legal, medical and other educational backgrounds and certifications commensurate with the nature and scope of services requested by the City.
- Describe Key personnel that will be handling the City of Gonzales account. Proposers should include resumes for key personnel and identify their roles.
 - Will there be a dedicated account manager? If so, where will they be located?
 - Will there be customer service unit? If so, where will they be located and how will it be staffed?
 - Will any services be sub-contracted to outside vendors? If so, identify the services.
 - What is the availability for ad-hoc meetings with staff?

XV. ANTICIPATED TERM OF CONTRACT

The City intends to enter into an agreement with the selected qualified consultant to provide services for a term of three (3) years. At the end of the initial three-year term, the services record and contract agreement will be reviewed by the City and an option to extend for two (2) years may be considered. Respondent must specify within their response the basis for any escalator clauses it requires for the proposed optional extension term(s).

XVI. EVALUATION PROCESS

After the RFP receipt deadline, an evaluation committee will review all submissions utilizing the evaluation criteria noted below.

XVII. EVALUATION CRITERIA

The following criteria and weight factors will generally be used to evaluate responses:

- Qualifications and Experience – 25%
- Company Operational Information – 10%
- Rates, Fees and Expenses – 15%
- Project Design and Methodology – 20%
- References – 15%
- Consultant Qualifications Questionnaire – 15%

XVIII. SELECTION PROCESS

Based on the Evaluation Committee review, several firms may be short-listed, for further consideration and may be required to submit supplemental information and/or participate in an interview or presentation. The City reserves the right to reject all submissions. After interviews are performed, if needed, the Evaluation Committee may request the finalists to submit a Best and Final Offer (BAFO). The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

XIX. RESPONSE FORMAT & ADDITIONAL REQUIRED INFORMATION

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the Proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

1. Tab A: Qualifications and Experience

Respondent shall provide evidence that the personnel assigned to perform the Services under this contract. Respondents shall include:

- a. A narrative of experience demonstrating that staff assigned to this project are qualified and capable of performing the scope of services.
- b. An operational history which reflects that the Respondent has been actively engaged for a minimum of five (5) consecutive years as a provider of the

- services described in the scope as described in section C. of this RFP document.
- c. Resumes supporting information provided in the narrative of Experience.
 - d. List of local office(s) and resources
 - e. Any applicable business licenses, permits, and certifications held by Respondent that are required to perform the Services.

2. Tab B: Company Operations Information

- a. Client History – Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm’s client cities.
- b. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.
- c. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)

3. Tab C: Rates, Fees and Expenses

- a. Provide a detailed fee schedule for services related to the scope of work identified in this RFP.
- b. Identify and list all special services and identify charges, particularly disclosure requirements.

4. Tab D: Project Design and Methodology

- a. Provide a detailed work plan for accomplishing the work and services to be provided to the City.
- b. Work plan must describe the firm’s methodology, including a detailed project plan and time frames from the award date to implementation, including conversion, if required. Include any technology requirements.
- c. Work plan shall clearly distinguish the firm’s duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.
- d. If the successful firm provides a solution that differs from that currently in use by the City, specify the steps and procedures that will be put in place to ensure there is no interruption of service during the transition.

5. Tab E: References

- a. No less than three (3) references (entities) for which you have provided like services. These references should include the name of the contact person, address, phone number, email address, project name, year services were provided and other information you consider pertinent to the proposal.

6. Tab F: Consultant Qualifications Questionnaire

The City is interested in entering into a relationship with an employee benefits consultant who is able to maximize the value of the benefit program. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the staff. To assist in the evaluation of qualifications, please answer the following questions:

- a. Explain what separates your company from its competitors and what

- specifically qualifies you to be a consultant for the City.
- b. Disclose your past and present financial relationship to any and all insurance companies, Third Party Administrators (TPA), and/or any other providers of services similar to the ones you may provide for the City of Gonzales. Be specific relating to the disclosure of types of income commissions, fees, and/ or overrides.
 - c. What types of services do you provide to fully-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed).
 - d. Describe which of the following services you have provided to your clients as well as the most significant findings of each.
 - i. Claims audits of a TPA or insurance company for a fully-funded health plan.
 - ii. Deployment of specialized Disease Management Programs/Wellness Programs.
 - iii. Establishment and negotiation of local direct provider contracts for specific health related services.
 - e. Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP.
 - f. Identify three of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.
 - g. What are the steps or due diligence steps you generally adopt before recommending a vendor to your client as a benefit provider?

XX. CONTRACT AWARD

The City does not guarantee that a contract will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

XXI. RESPONSE DEADLINE

Responses to the RFP must be addressed to Finance Department Attn: Angela Kessler, City of Gonzales, and received at 820 Saint Joseph Street, Gonzales, Texas 78629, by **2:00 P.M. July 31, 2019** for consideration. Please refer to section above ("Submittal of RFP") for specific submission requirements. RFP responses received after the published deadline will not be accepted or considered.

XXII. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this RFP must be submitted **by email** no later than end of business, **Monday, July 22, 2019 to akessler@gonzales.texas.gov** using the eProcurement site at www.publicpurchase.com.

XXIII. ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and will be posted on the City of Gonzales website. Any respondent in doubt as to the true

meaning of any part of the RFP or other documents may request an interpretation from the Finance Department. At the request of the respondent, or in the event the Finance Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by Finance Department. Such addendum will be attached to the original RFP on the City of Gonzales website www.gonzales.texas.gov and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the respondent(s) 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 Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's recognition and compliance to official changes as outlined by the City of Gonzales and as such are made part of the original RFP documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at www.gonzales.texas.gov. No verbal explanations or interpretations will be binding. The City does not assume responsibility for the receipt of any addendum sent to respondents.

XXIV. REQUEST FOR PROPOSALS PREPARATION COSTS

Issuance of this RFP does not commit the City of Gonzales, in any way, to pay any costs incurred in the preparation and submission of an RFP. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

XXV. EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

XXVI. ANTI-LOBBYING PROVISION

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Gonzales Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of a similar RFP.

XXVII. INDEMNIFICATION CLAUSE

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY 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 CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING

EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) 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. THE 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 AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY 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 THE RESPONDENT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE DIRECTOR OF FINANCE 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 CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

XXVIII. RESPONDENT'S EMPLOYEES

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

XXIX. HUB CERTIFICATION

State Certified HUB Vendor(s) are required to provide a copy of their certification, if they have not previously done so. Fax information to Angela Kessler at 830-672-2813.

XXX. VERBAL THREATS

Any threats made to any employee of the City, 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 City will immediately sever the contract with the vendor.

XXXI. CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

XXXII. RIGHT TO AUDIT

The City of Gonzales reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Gonzales, 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 Service Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of the overpayment shall be promptly reimbursed to the City. 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.

XXXIII. 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 Gonzales County, Texas.

XXXIV. 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 Gonzales County, Texas.

XXXV. CONFLICT OF INTEREST

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 must 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. This questionnaire must be filed, by law, with the City Secretary of the City of Gonzales 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 the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas

Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Gonzales City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

- Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

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

XXXVI. CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

XXXVII. SUBSTITUTIONS/CANCELLATIONS OF QUALIFICATIONS

No substitutions or cancellations are permitted without written approval of City of Gonzales.

XXXVIII. TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful respondent to execute a contract for **HEALTH INSURANCE BROKER SERVICES** after receiving notification of award of contract shall be thirty (30) days.

XXXIX. PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel must be licensed or certified within the State of Texas.

XL. CONTRACT

Successful Bidder shall be required to execute a Service Agreement with the City, attached hereto as Attachment "A".

THE CITY OF GONZALES RESERVES THE RIGHT TO REFUSE AND REJECT ANY OR ALL RFP AND TO WAIVE ANY OR ALL FORMALITIES OR TECHNICALITIES, AND TO MAKE SUCH AWARDS OF CONTRACT AS

**MAY BE DEEMED TO BE THE BEST VALUE AND MOST ADVANTAGEOUS TO
THE CITY OF GONZALES .**