



REQUEST FOR PROPOSALS

City of Nederland

RFP Data

Proposal Number: 2019-01
Title: **HEALTH AND WELFARE BENEFITS REQUEST FOR PROPOSAL**
Issue Date: March 19, 2019

Request For Proposal To Market

Date: March 19, 2019
Distributed by: HUB International
10000 N. Central Expressway
Suite 1100
Dallas, Texas 75231

Proposal Due

Date: April 9, 2019
Time: 2:00 p.m. CST
Location/Mail Address: **1 original and 1 copy sealed bid to:**

City of Nederland
Attn: Gay Ferguson
City Clerk
207 N. 12th Street
Nederland, TX 77627
Or
P. O. Box 967
Nederland, TX 77627

1 hard copy and 1 electronic sealed bid to:

Attn: Brooke Spaniol, Marketing Asst.
HUB International
10000 N. Central Expressway
Suite 1100
Dallas, TX 75231

Request for Proposal Contents Listing

1. Requirements & Instructions
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Attachments:

Conflict of Interest Questionnaire – *Return Completed and Signed*
Claims Experience
Policies

1. REQUIREMENTS & INSTRUCTIONS

I. **Important Dates:**

RFP Issue Date: March 19, 2019
Q&A Deadline: March 27, 2019 5:00 pm
RFP Due Date: April 9, 2019 2:00 pm
Coverage Effective Date: July 1, 2019

II. **Submission Information:** One fully prepared, signed proposal and 1 copy should be submitted to City of Nederland, City Clerk, 207 N. 12th Street, Nederland, TX 77627. 2 copies should be sent to HUB International, Attn: Brooke Spaniol, 10000 N. Central Expwy., Ste. 1100, Dallas, TX 75231. You must label the envelopes or packages – ‘**HEALTH AND WELFARE BENEFITS REQUEST FOR PROPOSAL –2019-01, 7/1/19**’.

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

III. **Vendors requesting additional information:** Requests for additional information should be made no later than **5:00 p.m. on Wednesday, March 27th** and should be **directed to Brooke Spaniol, HUB International**, via email at brooke.spaniol@hubinternational.com or via fax at 214-443-2424. **All requests must be made in writing.**

IV. **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.

V. **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.

VI. **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.

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.

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.

- VII. **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.

- VIII. **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.

- IX. **Carrier Information:** It is expected that those submitting RFPs will provide full disclosure on the insurance carriers who will be used for each coverage requested. Failure to provide this information may result in disqualification or rejection of the RFP.

- X. **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.

- XI. **Submission Forms:** All Respondents must fill out all submission forms.

- XII. **Proposal Format:**

- A. 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.
- B. Those submitting proposals are responsible for the full costs associated with the preparation of the proposal.
- C. Proposals may be withdrawn prior to the closing time for RFPs. Thereafter, all proposals shall remain open and valid for a period of 180 days or the effective date of the new plan, whichever is latest.
- D. 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.

- XIII. **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 for the in the

specification, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

- XIV. **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 the best interest of the City.
- XV. **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. Costs will be evaluated on an equal basis with the technical criteria, including benefit level and coverage area.
- XVI. **Right to Reject:** Merely submitting a proposal does not warrant an expressed or implied contract for the insurance program for the City of Nederland.
- XVII. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed coverages.
- XVIII. The City of Nederland and/or City of Nederland Employee Benefit Trust **requires** the selected carrier, at no additional costs, at contract termination to provide an electronic deductible report that shows for each covered individual the amount applied towards the **deductible and the amount of coinsurance paid** for the calendar or Plan year.
- XIX. The City of Nederland and/or City of Nederland Employee Benefit Trust **requires** the selected carrier to provide a monthly list bill broken out by Class, Plan and Employment Status.
- XX. The City of Nederland and/or City of Nederland Employee Benefit Trust **requires** the selected carrier to provide a toll free telephone number on the participant ID cards.
- XXI. The City of Nederland and/or City of Nederland Employee Benefit Trust **requires** that the selected carrier provide the benefit booklets within forty-five (45) days of being awarded the contract.
- XXII. The City of Nederland and/or City of Nederland Employee Benefit Trust **requires** the selected carrier to maintain a sufficient Fidelity Bond for employee theft.
- XXIII. The proposer should not assume that any other insurance product will be placed through the carrier when submitting proposed rates in response to this request for competitive proposals. The City of Nederland and/or City of Nederland Employee Benefit Trust may consider discounts available from awarding other benefit contracts to the same carrier in their evaluation of medical proposals. The City of Nederland and/or City of Nederland Employee Benefit Trust will place the other insurance products with the vendor that is most advantageous to the City of Nederland and/or City of Nederland Employee Benefit Trust.
- XXIV. It is the responsibility of the proposer to examine the entire specification package, seek clarification from HUB of any item or requirement that may not be clear to it, and to check all responses for accuracy before submitting the response.
- XXV. The City of Nederland and/or City of Nederland Employee Benefit Trust requires that all proposals be submitted on a **no loss/no gain basis**.
- XXVI. The information provided in these specifications has been provided by the City of Nederland and/or City of Nederland Employee Benefit Trust and its current vendors. It has been reviewed

and organized in good faith and with reliance on the information provided to HUB, but no guarantees or warranties are implied.

XXVII. All proposals are to be submitted net of commission AND premium tax. The City of Nederland and/or City of Nederland Employee Benefit Trust have created Trusts that exempts the insurer from premium tax under §222.002(c)(5) of the Texas Insurance Code.

2. Contractual Provisions for Consideration

The firm, who enters into a contract with the City of Nederland 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.

I. **Handling of Claims & Customer Service:**

A. 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.

B. 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.**

C. 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.

II. **Continuity of Coverage:** All employees and dependents covered by the current plan are to receive immediate coverage under the new plan. Fair credit will be allowed for all or any part of deductibles, coinsurance, etc. satisfied prior to the July 1, 2019 effective date.

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

IV. **Contractor Insurance Coverage:** During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E&O Liability insurance with a minimum policy limit of \$1,000,000. The insurance policy must name the City of Nederland as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

V. **Contractor Provision Requirement:** The contract shall provide any necessary tools, equipment, supplies, materials, employees, management, and other items or services necessary in order to provide full service to the contract.

VI. **Indemnity Clause:** By submitting a proposal and/or accepting an agreement for services, the contractor will agree to hold harmless the City of Nederland, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to, or death of, any person, or for damage to any property arising out of, or in conjunction with, the work done by the contractor, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of the City.

VII. **Expectations of the Contractor:** It is understood upon submission of a proposal that;

A. The Contractor shall not assign or subcontract any of its rights, duties, or obligations under the contract without prior written consent from the City. The contractor shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests based upon the Uniform Commercial Code, so long as the City shall never

be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of the agreed contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the City for damages or claims arising under this Contract or any other obligation owed by the Contractor to the City.

B. At all times during the term of the contract, the company awarded the contract shall operate as an independent contractor to the City, and the contractor shall not in any event be deemed an employee or other representative of the City, nor shall he/she hold themselves up as such.

- VIII. **Contractor Employee Arrangements:** All employees of the Contractor shall at all times be considered an employee of the Contractor, and the Contractor will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the Contractor will be responsible at all times for the supervision and performance of their employees. All employees of the Contractor shall warrant that all employees are fully covered by workers compensation insurance and that each employee has been carefully screened as to character and fitness for the performance of his/her job.
- IX. **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.
- X. **Advertising:** The contractor awarded the contract agrees not to advertise or publish, without the City's prior consent, the information related to the entry into a contract, except as required to comply with requests for information from an authorized representative of the federal, state or local authority.
- XI. **Contract Amendments & Enforceability:** No amendments, modifications, or changes to the provisions outlined here may be made absent from the written agreement of both parties. Further, the contract awarded to the firm will be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competition jurisdiction in Jefferson County, Texas.
- XII. **Termination:** The City retains the right to terminate for default on all or any part of its contract if the contractor breaches any for the terms hereof or if the contractor becomes insolvent or files for bankruptcy. Such right of termination, in addition to, and not in lieu of, any other remedies, which the City may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The City additionally has the right to terminate this Contract without cause by delivery to the Contractor a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

3. Assumptions and Expectations

Assumptions are as follows:

1. The proposal is to be based on the RFP plan of benefits.
2. The quote is to be based upon the census provided with the RFP.
3. All participants enrolled in the Employee Benefits Plan as of June 30, 2019 are to receive immediate coverage under the new plan. All health services incurred on or after July 1, 2019, for currently enrolled participants are to be eligible expenses. The City's enrollment records are to be the basis for "take-over."
4. Credit is to be given for accumulated deductible and coinsurance. Current carrier is required to release deductible accumulator report within 45 days. New vendor is required to process deductible accumulator report within 15 days of it being received.
5. All Respondent proposal offerings will comply with the Patient Protection and Affordability Care Act of 2009.
6. Coverage for eligible employees becomes effective on the 1st day of the month following date of hire, and terminates at the end of the month in which the employer notifies the insurance provider. Retirees are eligible for continued coverage provided they had these benefits as of the day preceding the date of retirement.
7. This RFP is for a three-year contract.

Option I: 2 – Year rate guarantee with a rate increase cap for the 2021-2022 plan year;
Option II: 1-Year rate guarantee with rate increase caps for the 2020-2021 and 2021-2022 plan years;
Option III: 1 Year rate guarantee with options to renew for 2020-2021 and 2021-2022 plan years.

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 at least ninety (90) days prior to the effective date of the rate change.

8. The City maintains a single non-profit premium trust for premium payments. Proposers for fully insured medical should exclude premium taxes from premiums per Chapter 222, Section 222.002 of the Texas Insurance Code.
9. It is required that the new vendor is able to administer the COBRA tiers that are currently in place. The current COBRA tiers are as follows:
 - a. Employee Only
 - b. Spouse Only
 - c. Employee + Spouse
 - d. Employee + Child(ren)
 - e. Spouse + Child(ren)
 - f. Children Only
 - g. Employee + Family
 - h. Family Only

4. RFP OVERVIEW

Client: City of Nederland

Industry: Municipality

Group to be Covered: All Eligible Employees

Size: 120 Actively Enrolled Employees
63 Retirees Enrolled
3 COBRA

Location: Nederland, TX 77627

Coverages to Bid: Fully Insured Medical, HSA and HRA

Medical: 2 PCPs in 10 miles;
2 Specialists in 10 miles
1 Hospital in 10 miles

Dental: 2 General Dentists in 10 miles;
2 Specialists in 10 miles

Current Carrier: Medical: UHC
Dental: UHC
Basic Life/AD&D, Vol. Life/AD&D and LTD: Lincoln Financial

Plan Offerings: See attached summaries

Expectations: Please submit a complete list of plans and pricing available to the City of Nederland with your response.

Please submit list of plans and pricing available for a private exchange platform (if available).

Employer Contributions: See Contribution Table that follows Rates

Commission: ***ALL COVERAGES TO BE QUOTED NET OF COMMISSION***

Timetable: Release of Request For Proposal 3/19/2019
Deadline for Questions 3/27/2019
Proposal Deadline 4/9/2019
New Coverage Effective 7/1/2019

5. COVERAGE FUNDING MATRIX AND CONTRACT LENGTH

FUNDING MATRIX

Nederland	Coverages	Contributory	Non-Contributory	Funding	Retiree Coverage	Current Retiree Rates	Requested Retiree Rates
Medical	Current		X	Fully Insured	Yes- Pre 65	Blended	Blended
Dental	Current		X	Fully Insured	Yes-Pre 65	Blended	Blended
Basic Life/AD&D	Current		X	Fully Insured	Yes- Pre and Post 65	Unblended	Unblended
Voluntary Life/AD&D	Current	X		Fully Insured	No	n/a	n/a
Long Term Disability	Current		X	Fully Insured	No	n/a	n/a

6. CONTRACT LENGTH

Selection Criteria:

In addition to cost, the City of Nederland is looking for carriers or vendors who can provide a high level of service and whose products hold with long term cost containment goals.

Length:

3 Years

Option I: 2-Year rate guarantee with a rate increase cap for the 2021-2022 plan year.

Option II: 1-Year rate guarantee with rate increase caps for the 2020-2021 and 2021-2022 plan years.

Option III: 1-Year rate guarantee with options to renew for 2020-2021 and 2021-2022 plan years.

Opportunity for Presentation: To be determined

7. PLAN SUMMARIES AND HISTORICAL RATE INFORMATION

CITY OF NEDERLAND CURRENT MEDICAL BENEFITS

MEDICAL BENEFITS	United Healthcare	
	PPO	HDHP
Deductible	Embedded	Embedded
In-Network	\$1,500 Ind. / \$3,000 Fam.	\$2,700 Ind. / \$5,400 Fam.
Non-Network	\$5,000 Ind. / \$10,000 Fam.	\$5,000 Ind. / \$10,000 Fam.
Out Of Pocket Max	Includes Deductible / Embedded	Includes Deductible / Embedded
In-Network	\$6,500 Ind. / \$13,000 Fam.	\$5,400 Ind. / \$10,800 Fam.
Non-Network	\$10,000 Ind. / \$20,000 Fam.	\$10,000 Ind. / \$20,000 Fam.
Coinsurance		
In-Network	80%	80%
Non-Network	50%	50%
Lifetime Max	Unlimited	Unlimited
Emergency Room		
In-Network	\$300 + Ded/20%	Ded./ 20%
Non-Network	\$300 + Ded/20%	Ded./ 20%
Physician Office Visit		
In-Network	\$10 Copay, \$0 Under Age 19	Ded./ 20%
Non-Network	Ded./50%	Ded./50%
Specialist Office Visit		
In-Network	Tier 1: \$40, \$80 Copay	Ded./ 20%
Non-Network	Ded./50%	Ded./50%
Preventive Care		
In-Network	Covered Fully	Covered Fully
Non-Network	Ded./50%	Ded./50%
Urgent Care		
In-Network	\$25 Copay	Ded./ 20%
Non-Network	Ded./50%	Ded./50%
Lab & X-Ray		
In-Network	\$40 Copay	Ded./ 20%
Non-Network	Ded./50%	Ded./50%
Major Lab & X-Ray (MRI, MRA, CAT SCAN)		
In-Network	\$500 Copay	Ded./ 20%
Non-Network	Ded./50%	Ded./50%
In-Patient / Out-Patient Hospital		
In-Network	Ded./ 20%	Ded./ 20%
Non-Network	Ded./50%	Ded./50%
Prescriptions		
Network Retail Pharmacy	\$10 / \$35 / \$60	Deductible then \$10 / \$35 / \$60

Non-Network Retail Pharmacy	\$25/ \$87.50 / \$150	Deductible then \$25 / \$87.50 / \$150
Telemedicine	\$0 Copay	\$49 Copay

**CITY OF NEDERLAND
CURRENT DENTAL BENEFITS**

DENTAL BENEFITS	UHC - LOW	UHC - HIGH
Nederland	LOW	HIGH
	SOLD	SOLD
Type I – Preventive Services	100%	100%
Waiting Period		
Oral Examinations	Type I (2 visits per year)	Type I (2 visits per year)
X-rays		
- Bite Wings Frequency	Type I (1 per year)	Type I (1 per year)
- Full Mouth Frequency	Type I (1 per 3 years)	Type I (1 per 3 years)
Cleanings	Type I (2 per year)	Type I (2 per year)
Topical Fluoride Treatment	Type I (Under age 16)	Type I (Under age 16)
Sealants	Type I(To age 16 - 1 every 3 years first and second molars)	Type I(To age 16 - 1 every 3 years first and second molars)
Type II – Basic Services	80%	80%
Waiting Period	None	None
Fillings		
- Amalgam	Type II	Type II
- Composite	Type II	Type II
Space Maintainers	Type II	Type II
Root Canal Treatment	Type III	Type II
Root Planning	Type III	Type II
Periodontic Maintenance	Type III	Type II
Periodontal Surgery	Type III	Type II
Extractions	Type II	Type II
General Anesthesia	Type II	Type II
Palliative Treatment (Relief of Pain)	Type II	Type II
Type III – Major Services	50%	50%
Waiting Period	None	None
Crowns	Type III	Type III
Inlays and Onlays	Type III	Type III
Removable / Fixed Bridge-Work	Type III	Type III
Partial or Complete Dentures	Type III	Type III
Denture Relines / Rebases	Type III	Type III
Implants	Not Included	Not Included
Type IV - Orthodontia	50%	50%
Waiting Period	None	None
Orthodontia Lifetime Maximum	\$1,000	\$1,500
Orthodontia Eligibility	Adult/Child	Adult/Child
Calendar Year Deductible	II, III, IV	II, III, IV
Individual	\$50	\$50
Family	\$150	\$150
Dental Annual Maximum	\$1,000	\$1,500
Preventive Max Waiver	Included	Included

Waiting Period Applies to:	None	None
UCR Out of Network Percentile	90th	90th

**CITY OF NEDERLAND
CURRENT BASIC LIFE/AD&D BENEFITS**

BASIC LIFE BENEFITS	Lincoln
Class Description	Class 1: All Full Time Employees Class 2: Retirees
Definition of Earnings	BAE
Basic Life Schedule	Class 1: 2x Annual Earnings Class 2: \$10,000
Maximum Benefit	Class 1: \$150,000 Class 2: \$10,000
Guarantee Issue Amount	Class 1: 2x Annual Earnings Class 2: \$10,000
Age Reduction Schedule	65% at age 70; 50% at age 75 Class 2: 100% at 99
Terminates at Retirement	Class 1 Terminates. Class 2 for retirees where benefits terminate at age 99
Waiver of Premium	Included-disabled prior to age 60; 9 month EP; to age 65
Accelerated Death Benefit	Lesser of 75% to Max of \$112,500
Conversion	Included
Portability	Not Included
Spouse Life Amount	Not Included
Child(ren) Life Amount	Not Included
BASIC AD&D BENEFITS	
Class Description	All FT Employees
Definition of Earnings	BAE Including Commissions
Basic AD&D Schedule	2x Annual Earnings
Maximum Benefit	\$150,000
Applies to Spouse/Children	Not Included
Age Reduction Schedule	65% at 70; 50% at 75
Education - Spouse	up to \$3,000/ year to 4 years
Education - Child	5% Principal Sum to \$5,000/year to 4 years
Seatbelt	10% of Principal Sum to \$25,000
Air Bag	10% of Principal Sum to \$25,000
Coma	5% of Principal Sum
Bereavement Counseling	Included

**CITY OF NEDERLAND
CURRENT VOLUNTARY LIFE/AD&D BENEFITS**

VOLUNTARY LIFE BENEFITS	Lincoln
Class Description	All FT Eligible Employees
Definition of Earnings	BAE
Employee Life Schedule	Increments of \$10,000
Employee Maximum Benefit	5x Earnings to \$500,000
Employee Guarantee Issue Amount	5x Earnings to \$100,000
Age Reduction Schedule	to 65% at age 70; to 50% at age 75;
Waiver of Premium	Included- disabled prior to age 60; 9 month EP; to age 65
Accelerated Death Benefit	80% to \$500,000
Spouse Life Schedule	Increments of \$5,000
Spouse Maximum Benefit	\$50,000
Spouse Guarantee Issue Amount	1x Employee Life Benefit to \$50,000
Child(ren) Life Schedule	Increments of \$10,000
Child(ren) Maximum Benefit	\$10,000
Conversion	Included
Portability	Included
Suicide Clause	2 years

**CITY OF NEDERLAND
CURRENT LONG TERM DISABILITY BENEFITS**

LTD BENEFITS	Lincoln
Class Description	All Full Time Employees working 40+ Hours
Definition of Earnings	Basic Monthly Earnings
Monthly Percentage	50%
Monthly Maximum	\$5,000
Guarantee Issue	\$5,000
Minimum Benefit	10% or \$100
Elimination Period	90 Days
Maximum Benefit Duration	SSNRA to RBD
Definition of Own Occ/Any Occ	2 Years Own Occ
Residual/Partial	Zero Day Residual
Social Security Integration	Full Family
Earnings Test	Loss of Earning AND Loss of Duties 1% Loss - Own Occ 40% Loss - Any Occ
Survivor Benefit	3 Month Lump Sum
Pre-existing Limitations	3/12
Mental/Nervous Limits	24 Months Per Claim
Drug & Alcohol Limits	24 Months Per Claim
Self-reported Limitations	24 Month Per Claim
Mandatory Rehab	Included
Family Care Benefit	Not Included
Work Incentive	Included
LTC Benefit Provision	Included
EAP Program	Included
Taxable Benefit	Yes
FICA Match	Included
W2 Preparation	Included

RATES AND CONTRIBUTIONS

CITY OF NEDERLAND MEDICAL RATE HISTORY

2018-2019 UHC RATES

Plan	Tier	Rate
PPO	EE/Retiree Only	\$595.69
	EE/Retiree + Spouse	\$1,407.63
	EE/Retiree + Child(ren)	\$1,036.86
	EE/Retiree + Family	\$1,742.20

Plan	Tier	Rate
HSA	EE/Retiree Only	\$489.07
	EE/Retiree + Spouse	\$1,155.69
	EE/Retiree + Child(ren)	\$851.28
	EE/Retiree + Family	\$1,430.38

2017-2018 TML RATES

Plan	Tier	Rate
Standard	EE/Retiree Only	\$566.62
	EE/Retiree + Spouse	\$1,338.94
	EE/Retiree + Child(ren)	\$986.26
	EE/Retiree + Family	\$1,657.18

Plan	Tier	Rate
Low	EE/Retiree Only	\$547.70
	EE/Retiree + Spouse	\$1,293.44

	EE/Retiree + Child(ren)	\$952.90
	EE/Retiree + Family	\$1,600.70

Plan	Tier	Rate
HIGH	EE/Retiree Only	\$493.68
	EE/Retiree + Spouse	\$1,165.00
	EE/Retiree + Child(ren)	\$858.44
	EE/Retiree + Family	\$1,441.60

2016-2017 TML RATES

Plan	Tier	Rate
Standard	EE/Retiree Only	\$548.90
	EE/Retiree + Spouse	\$1,297.08
	EE/Retiree + Child(ren)	\$955.42
	EE/Retiree + Family	\$1,605.36

Plan	Tier	Rate
Low	EE/Retiree Only	\$497.90
	EE/Retiree + Spouse	\$1,175.84
	EE/Retiree + Child(ren)	\$866.26
	EE/Retiree + Family	\$1,455.16

Plan	Tier	Rate
HIGH	EE/Retiree Only	\$448.80
	EE/Retiree + Spouse	\$1,059.08
	EE/Retiree + Child(ren)	\$780.40
	EE/Retiree + Family	\$1,310.54

FULLY INSURED EMPLOYEE MEDICAL CONTRIBUTIONS

PPO Plan	Medical Rate	City Contribution (\$)	Employee Contribution (\$)
Employee	\$595.69	\$595.69	\$0.00
+ Spouse	\$1,407.63	\$999.49	\$408.14
+ Children	\$1,036.86	\$722.40	\$314.46
+ Family	\$1,742.20	\$1,248.82	\$493.38

HSA Plan	Medical Rate	City Contribution (\$)	Employee Contribution (\$)
Employee	\$489.07	\$489.07	\$0.00
+ Spouse	\$1,155.69	\$999.49	\$156.20
+ Children	\$851.28	\$722.40	\$128.88
+ Family	\$1,430.38	\$1,248.82	\$181.56

FULLY INSURED RETIREE MEDICAL CONTRIBUTIONS

PPO Plan	Medical Rate	City Contribution (\$)	Retiree Contribution (\$)
Employee	\$595.69	\$0.00	\$595.69
+ Spouse	\$1,407.63	\$0.00	\$1,407.63
+ Children	\$1,036.86	\$0.00	\$1,036.86
+ Family	\$1,742.20	\$0.00	\$1,742.20

HSA Plan	Medical Rate	City Contribution (\$)	Retiree Contribution (\$)
Employee	\$489.07	\$0.00	\$489.07
+ Spouse	\$1,155.69	\$0.00	\$1,155.69
+ Children	\$851.28	\$0.00	\$851.28
+ Family	\$1,430.38	\$0.00	\$1,430.38

**CITY OF NEDERLAND
DENTAL RATE HISTORY**

2017-2019 UHC RATES

Plan	Tier	Rate
High	EE/Retiree Only	\$25.38
	EE/Retiree + Spouse	\$56.67
	EE/Retiree + Child(ren)	\$55.10
	EE/Retiree + Family	\$88.08

Plan	Tier	Rate
Low	EE/Retiree Only	\$20.23
	EE/Retiree + Spouse	\$44.78
	EE/Retiree + Child(ren)	\$43.88
	EE/Retiree + Family	\$70.05

2016 UNITED CONCORDIA RATES

Plan	Tier	Rate
High	EE/Retiree Only	\$27.89
	EE/Retiree + Spouse	\$62.27
	EE/Retiree + Child(ren)	\$60.55
	EE/Retiree + Family	\$96.79

Plan	Tier	Rate
Low	EE/Retiree Only	\$22.23
	EE/Retiree + Spouse	\$49.21
	EE/Retiree + Child(ren)	\$48.22
	EE/Retiree + Family	\$76.79

FULLY INSURED EMPLOYEE DENTAL CONTRIBUTIONS

High Plan	Dental Rate	City Contribution (\$)	Employee Contribution (\$)
Employee	\$25.38	\$25.38	\$0.00
+ Spouse	\$56.67	\$25.38	\$31.29
+ Children	\$55.10	\$25.38	\$29.72
+ Family	\$88.08	\$25.38	\$62.70

Low Plan	Dental Rate	City Contribution (\$)	Employee Contribution (\$)
Employee	\$20.23	\$20.23	\$0.00
+ Spouse	\$44.78	\$20.23	\$24.55
+ Children	\$43.88	\$20.23	\$23.65
+ Family	\$70.05	\$20.23	\$49.82

FULLY INSURED RETIREE DENTAL CONTRIBUTIONS

High Plan	Dental Rate	City Contribution (\$)	Retiree Contribution (\$)
Employee	\$25.38	\$0.00	\$25.38
+ Spouse	\$56.67	\$0.00	\$56.67
+ Children	\$55.10	\$0.00	\$55.10
+ Family	\$88.08	\$0.00	\$88.08

Low Plan	Dental Rate	City Contribution (\$)	Retiree Contribution (\$)
Employee	\$20.23	\$0.00	\$20.23
+ Spouse	\$44.78	\$0.00	\$44.78
+ Children	\$43.88	\$0.00	\$43.88
+ Family	\$70.05	\$0.00	\$70.05

BASIC LIFE /AD&D- LINCOLN FINANCIAL 2016-2019

Basic Life: \$0.09 per \$1,000

Basic AD&D: \$0.03 per \$1,000

Retiree Basic Life: \$1.15 per \$1,000

VOLUNTARY LIFE /AD&D- LINCOLN FINANCIAL 2016-2019

Age of Employee	Employee & Spouse
Up to 24	\$0.09
25 – 29	\$0.10
30 – 34	\$0.11
35 – 39	\$0.14
40 – 44	\$0.21
45 – 49	\$0.36
50 – 54	\$0.60
55 – 59	\$0.94
60 – 64	\$1.46
65 – 69	\$2.63
70 – 74	\$4.71
75 – 79	\$7.76
80 – 84	\$15.72
85 – 89	\$15.72
90 – 94	\$15.72
95 – 99	\$15.72
Employee AD&D Rate (per \$1,000)	\$0.04
Spouse AD&D Rate (per \$1,000)	\$0.04
Child(ren) Rates (per \$1,000)	Life: \$.16 AD&D: \$.04

LONG TERM DISABILITY- LINCOLN FINANCIAL 2016-2019

LTD: \$0.17 per \$100

8. SUBMISSION FORMS

DEVIATIONS FROM SPECIFICATIONS

1. Describe, in detail, any deviations from the specifications.
 - Does your organization agree to the Specifications for Proposers as outlined in the RFP?
 - Would you be willing to agree to a performance-based contract using these criteria? If so, please outline your proposed performance guarantees.
 - Will your organization administer and/or underwrite the benefits as outlined in the "Proposed Benefit Plans" section?

Signature of Officer

**CITY OF NEDERLAND
MEDICAL SUBMISSION FORM**

MEDICAL BENEFITS	Carrier Name	Carrier Name
	Plan Name	Plan Name
Deductible		
In-Network		
Non-Network		
Out Of Pocket Max		
In-Network		
Non-Network		
Coinsurance		
In-Network		
Non-Network		
Lifetime Max		
Emergency Room		
In-Network		
Non-Network		
Maternity		
Physician Office Visit		
In-Network		
Non-Network		
Specialist Office Visit		
In-Network		
Non-Network		
Preventive Care		
In-Network		
Non-Network		
Urgent Care		
In-Network		
Non-Network		
Lab & X-Ray		
In-Network		
Non-Network		
In-Patient Hospital		
In-Network		
Non-Network		
Out-Patient		
In-Network		
Non-Network		
Mental Health / Substance Abuse		
In-Network		
Non-Network		
Telemedicine		
Prescriptions		
Network Retail Pharmacy		
Mail Order		

Please provide the plans of benefits based on the current 2 plan designs.

Signature _____

SUBMISSION FORM
BLENDED MEDICAL RATES

<u>PPO</u> Plan Monthly Premium & Administration	<u>Blended EE & Retiree Rate</u>	<u>Blended EE & Retiree #Lives</u>
Employee/Retiree Only	\$ _____	_____
Employee/Retiree + Spouse	\$ _____	_____
Employee/Retiree + Child	\$ _____	_____
Employee/Retiree + Family	\$ _____	_____
Total Monthly Costs	\$ _____	_____
Rate Guarantee		_____
AM Best Rating		_____
Premium Taxes Excluded		_____

<u>HSA</u> Plan Monthly Premium & Administration	<u>Rate</u>	<u>#Lives</u>
Employee/Retiree Only	\$ _____	_____
Employee/Retiree + Spouse	\$ _____	_____
Employee/Retiree + Child	\$ _____	_____
Employee/Retiree + Family	\$ _____	_____
Total Monthly Costs	\$ _____	_____
Rate Guarantee		_____
Premium Taxes Excluded		_____
AM Best Rating		_____

The costs above are based upon the current plan of benefits outlined in the RFP.

Signature

SUBMISSION FORM DENTAL

DENTAL BENEFITS	CARRIER PPO HIGH	CARRIER PPO LOW
Type I – Preventive Services Waiting Period Oral Examinations X-rays - Bite Wings Frequency - Full Mouth Frequency Cleanings Topical Fluoride Treatment Sealants		
Type II – Basic Services Waiting Period Fillings - Amalgam - Composite Space Maintainers Root Canal Treatment Root Planning Periodontic Maintenance Periodontal Surgery Extractions General Anesthesia Palliative Treatment (Relief of Pain)		
Type III – Major Services Waiting Period Crowns Inlays and Onlays Removable / Fixed Bridge-Work Partial or Complete Dentures Denture Relines / Rebases Implants		
Type IV - Orthodontia Waiting Period Orthodontia Lifetime Maximum Orthodontia Eligibility		
Calendar Year Deductible Individual Family		
Dental Annual Maximum		
Maximum Rollover		
Preventive Max Waiver		
Waiting Period Applies to:		
UCR Out-of-Network Percentile		

The Benefits above are based upon duplication of the current plan of benefits

Signature _____

FULLY INSURED DENTAL RATE SHEET

	<u>Retiree/EE</u> <u>Rate</u>
High Plan Monthly Premium & Administration	
Employee Only	_____
Employee + Family	_____
Total Monthly Costs	_____
Rate Guarantee	_____
AM Best Rating	_____
Premium Taxes Excluded	_____

	<u>Retiree/EE</u> <u>Rate</u>
Low Plan Monthly Premium & Administration	
Employee Only	_____
Employee + Family	_____
Total Monthly Costs	_____
Rate Guarantee	_____
AM Best Rating	_____
Premium Taxes Excluded	_____

The costs above are based upon the Current plan of benefits outlined in the RFP.

Signature

SUBMISSION FORMS

SUBMISSION FORM NETWORK STATISTICS

MEDICAL NETWORK - GEO	(PPO Network Name)
GeoAccess (2 PCPs within 10 miles)	% coverage
GeoAccess (2 Specialists within 10 miles)	% coverage
GeoAccess (1 Hospital within 10 miles)	% coverage
MEDICAL NETWORK - DISRUPTION	(PPO Network Name)
Provider Record Match	% coverage
PHARMACY DISRUPTION	

DENTAL NETWORK - GEO	(PPO Network Name)
GeoAccess (2 General Dentists within 10 miles)	% coverage
GeoAccess (2 Specialists within 10 miles)	% coverage
DENTAL NETWORK - DISRUPTION	(PPO Network Name)
Provider Record Match	% coverage

SUBMISSION FORM
BASIC LIFE / AD&D

BASIC LIFE BENEFITS	
Class Description	
Definition of Earnings	
Basic Life Schedule	
Maximum Benefit	
Guarantee Issue Amount	
Age Reduction Schedule	
Terminates at Retirement	
Waiver of Premium	
Waiver of Premium Trigger	
Accelerated Death Benefit	
Conversion	
Portability	
Spouse Life Amount	
Child(ren) Life Amount	
BASIC AD&D BENEFITS	
Class Description	
Definition of Earnings	
Basic AD&D Schedule	
Maximum Benefit	
Applies to Spouse/Children	
Age Reduction Schedule	
Education	
Seatbelt	
Air Bag	
Common Carrier Benefit	
Bereavement Counseling	

SUBMISSION FORM
BASIC LIFE / AD&D RATES

FINANCIALS	
Volume	
EE Rate (per \$1,000) - Life	
EE Rate (per \$1,000) - AD&D	
Monthly Premium	
Annual Premium	
Rate Guarantee	
Actively at Work	
AM Best Rating	

SUBMISSION FORM
BASIC LIFE / AD&D - ALTERNATIVE

BASIC LIFE BENEFITS	
Class Description	
Definition of Earnings	
Basic Life Schedule	
Maximum Benefit	Class 1: \$200,000 Class 2: \$10,000
Guarantee Issue Amount	
Age Reduction Schedule	
Terminates at Retirement	
Waiver of Premium	
Waiver of Premium Trigger	
Accelerated Death Benefit	
Conversion	
Portability	
Spouse Life Amount	
Child(ren) Life Amount	
BASIC AD&D BENEFITS	
Class Description	
Definition of Earnings	
Basic AD&D Schedule	
Maximum Benefit	Class 1: \$200,000 Class 2: \$10,000
Applies to Spouse/Children	
Age Reduction Schedule	
Education	
Seatbelt	
Air Bag	
Common Carrier Benefit	
Bereavement Counseling	

SUBMISSION FORM
BASIC LIFE / AD&D RATES- ALTERNATIVE

FINANCIALS	
Volume	
EE Rate (per \$1,000) - Life	
EE Rate (per \$1,000) - AD&D	
Monthly Premium	
Annual Premium	
Rate Guarantee	
Actively at Work	
AM Best Rating	

SUBMISSION FORM
VOLUNTARY LIFE / AD&D

VOLUNTARY LIFE BENEFITS	
Class Description	
Definition of Earnings	
Employee Life Schedule	
Employee Maximum Benefit	
Employee Guarantee Issue Amount	
Age Reduction Schedule	
Waiver of Premium	
Waiver of Premium Trigger	
Accelerated Death Benefit	
Spouse Life Schedule	
Spouse Maximum Benefit	
Spouse Guarantee Issue Amount	
Spouse Termination	
Child(ren) Life Schedule	
Conversion	
Portability	
Suicide Clause	
VOLUNTARY AD&D BENEFITS	Matches Life?

SUBMISSION FORM
VOLUNTARY LIFE / AD&D RATES

FINANCIALS (per \$1,000)	
Age of Employee	(Rate applies to Employee AND/OR Spouse?) (Spouse Rate is Based on Employee or Spouse age?)
Up to 24	
25 – 29	
30 – 34	
35 – 39	
40 – 44	
45 – 49	
50 – 54	
55 – 59	
60 – 64	
65 – 69	
70 – 74	
75 – 79	
80 – 84	
85 – 89	
90 – 94	
95 – 99	
Employee AD&D Rate (per \$1,000)	
Participation Requirement	
Rate Guarantee	
True Open Enrollment	
Grandfather Current Amounts	
Annual Coverage Increase	
AM Best Rating	

SUBMISSION FORM
LONG TERM DISABILITY

LTD BENEFITS	
Class Description	
Definition of Earnings	
Monthly Percentage	
Monthly Maximum	
Guarantee Issue	
Minimum Benefit	
Elimination Period	
Maximum Benefit Duration	
Definition of Own Occ/Any Occ	
Residual/Partial	
Social Security Integration	
Earnings Test	
Survivor Benefit	
Pre-existing Limitations	
Mental/Nervous Limits	
Drug & Alcohol Limits	
Self-reported Limitations	
Mandatory Rehab	
Family Care Benefit	
Work Incentive	
LTC Benefit Provision	
EAP Program	
Taxable Benefit	
FICA Match	
W2 Preparation	

SUBMISSION FORM
LONG TERM DISABILITY RATES

FINANCIALS	
Covered Payroll	
Rate (per \$100)	
Monthly Premium	
Annual Premium	
Actively At Work	
Rate Guarantee	
AM Best Rating	

SUBMISSION FORM
LONG TERM DISABILITY-ALTERNATIVE

LTD BENEFITS	
Class Description	
Definition of Earnings	
Monthly Percentage	60%
Monthly Maximum	\$10,000
Guarantee Issue	
Minimum Benefit	
Elimination Period	
Maximum Benefit Duration	
Definition of Own Occ/Any Occ	
Residual/Partial	
Social Security Integration	
Earnings Test	
Survivor Benefit	
Pre-existing Limitations	
Mental/Nervous Limits	
Drug & Alcohol Limits	
Self-reported Limitations	
Mandatory Rehab	
Family Care Benefit	
Work Incentive	
LTC Benefit Provision	
EAP Program	
Taxable Benefit	
FICA Match	
W2 Preparation	

SUBMISSION FORM
LONG TERM DISABILITY RATES-ALTERNATIVE

FINANCIALS	
Covered Payroll	
Rate (per \$100)	
Monthly Premium	
Annual Premium	
Actively At Work	
Rate Guarantee	
AM Best Rating	

9. REFERENCES

REFERENCES

<i>NAME OF CLIENT</i>	<i>CONTACT PERSON</i>	<i>TELEPHONE NUMBER</i>	<i>NUMBER OF EMPLOYEES</i>
1.			
2.			
3.			

Provide three Texas client references (preferably cities):

<i>NAME OF CLIENT</i>	<i>CONTACT PERSON</i>	<i>TELEPHONE NUMBER</i>	<i>NUMBER OF EMPLOYEES</i>
1.			
2.			

Provide two terminated Texas client references (preferably cities):

10. VENDOR SELECTION CRITERIA

The City will, in accordance with Section 252.043 of the Texas Local Government Code, award the contract to the lowest responsible respondent or the respondent who provides goods or services at the best value for the City. In determining the best value for the City, the City will consider:

Cost (40%)

- Fixed Costs: includes insurance costs and administrative costs
- Variable Costs: costs stated as a percentage of paid claims, cost management, (i.e., shifting of more/less workload to the City of Nederland and the City of Nederland's staff)
- Ability to reduce claims expense (Disease management and Wellness Initiatives)

Financial Stability (15%)

- Insurance Company, AM Best Rating

Communication (5%)

- Educational materials for employees
- Summary Plan Description capabilities
- Administrative kits for locations
- Bilingual capability

Claims Processing (15%)

- Turnaround time excluding medical review of claims
- Pended claims procedures
- Statistical accuracy
- General service procedures
- Willingness to contractually establish performance criteria

Claims Management Reports (10%)

- Frequency of claims reports
- Format of claims reports
- Access to claims reports

Integrated Systems / Technology Initiative (10%)

Integrated systems linked to database are integral to the provider selection. The following components make up the whole of an integrated system:

- Eligibility
- Utilization review
- Claims function
- Claims payment
- Electronic claims inquiry
- Employer and employee self service

References (5%)

11. SUMMARY CONDITIONS & SPECIFICATIONS - RFP

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

1. Non-Inducement Statement: 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 Nederland in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.
2. Non-Debarment Statement: 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.
3. Validity Statement: If this proposal is accepted and a firm contract is entered, the undersigned offers and agrees, within one-hundred twenty (120) calendar days from the proposal date, to supply any or all items/services upon which prices are offered at the designated point and within the time specified.
4. Non-Collusion Statement: The respondent hereby certifies that he/she has made this quote independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to this proposal, with any other respondent or with any other competitor.
5. Conflict of Interest Statement: 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.
6. Conduct Statement: The respondent certifies by signing below that all of the above statements are true, and he/she has read the entire proposal document and agrees to abide by the terms, certifications, and conditions outlined.

Company Name: _____

Contact Name: _____

Title: _____

Business Address: _____

Phone Number: _____

Printed Name: _____

Signature: _____

ATTACHMENTS

Conflict of Interest Questionnaire – *Return Completed and Signed*
Claims Experience
Policies
Census

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 **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.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

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.

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?

Yes No

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?

Yes No

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.

6 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).

7

 Signature of vendor doing business with the governmental entity

 Date

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, 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 this agreement**

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 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

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE _____ day of _____, 20____,

personally appeared _____, the above named

person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

NOTARY SIGNATURE