

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
THIRD PARTY ADMINISTRATOR (TPA)
SERVICES FOR LONG TERM DISABILITY
SOLICITATION NO.: S66-T25683

Date Issued: March 10, 2016

Pre-Proposal Conference: Learning and Development Center
4501 Leeland Street
Thursday, March 24, 2016
2:00 PM – 3:00 PM

**Pre-Proposal Questions
Deadline:** March 29, 2016 at 2:00 PM CST

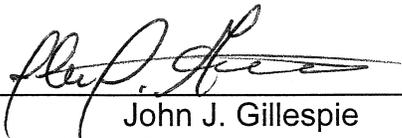
Solicitation Due Date: Monday, April 11, 2016 at 2:00 PM CST

Solicitation Contact Person: Shannon Pleasant
shannon.pleasant@houstontx.gov
832-393-8741

Project Summary: The City wishes to contract with a Long Term Disability (LTD) Account Administrator who will manage the entire program. The awarded administrator agrees to a three (3) year contract, with two (2) one (1) - year options.

NIGP Code: 948-48 952-58 953-52 958-56 961-62 962-58 948-07

MWBE Goal: 0%



John J. Gillespie
Chief Procurement Officer

03-07-16

Date

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PART I – GENERAL INFORMATION

A. General Information

The City of Houston is the fourth largest City in the United States comprising 26 Departments with multiple locations throughout the City. Contracts where the City must pay in excess of \$50,000 require City Council approval.

As a point of reference, prospective proposers may refer to the City's Procurement Manual and corresponding Purchasing Manual for current processes. The manuals can be accessed at <http://purchasing.houstontx.gov/docs/SPD%20Procurement%20Manual.pdf> and http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf.

B. Background

1. Long Term Disability (LTD) Program

Employees become covered under the LTD plan after they have been employed for one year. When activated, the LTD plan provides 50% of base salary (or 70% of base salary when combined with other disability income benefits) after the longer of:

- six (6) months, or
- duration of annual sick leave

Benefits are payable until the earlier of:

- age 70 for disabilities that occurred before September 1, 1994;
- age 65 for disabilities that occurred after September 1, 1994;
- date of death, or
- the date the person ceases to be disabled.

The LTD Plan is a self-insured plan. Currently, there are 164 LTD recipients.

Exhibit A is the Ordinance that describes sick leave benefits available under the CSL. Exhibit B is the current contract and describes the LTD Plan document. Exhibit C shows the Actuarial Valuation for the Fiscal Year July 2014 to June 2015. Exhibit D is a list of current and pending claims.

2. Eligible Employees

a. Municipal

All full-time civilian employees hired after September 1985 are eligible to participate in the Compensable Sick Leave (CSL) Plan and may qualify to receive benefits from the Long Term Disability Plan.

Part-time employees who work less than 30 hours per week and elected officials are ineligible for coverage under the plan.

b. Classified

The classified Firefighters are participants in the CSL and may qualify to receive benefits

from the Long Term Disability Plan.

The classified Police Officers participate in a Paid Time Off Program (PTO) and are ineligible to participate in the Compensable Sick Leave Plan.

As of January 2016, there were 12,021 employees covered under the Compensable Sick Leave Plan. This represents about 55 percent of the City's 22,000 full-time employee population. The employee demographics are located in Exhibit E.

CSL SICK PLAN SUMMARY – Full Time Employees	
Municipal	11,748
Fire Classified	273
Total	12,021

c. Plan Effective Date

Contract will be effective September 1, 2016.

C. Solicitation Schedule

Listed below are the important dates for this Request for Proposal (RFP).

Event	Date
Date of RFP Issued	March 10, 2016
Pre-Proposal Conference	March 24, 2016 2:00 PM CST.
Last Day for Proposers to Submit Questions	March 29, 2016 2:00 PM CST.
Proposals Due from Proposers	April 11, 2016 2:00 PM CST.
Notification of Intent to Award (<i>Estimated</i>)	May 2016
Council Agenda Date (<i>Estimated</i>)	June 2016
Contract Approval Date (<i>Estimated</i>)	June 2016
Contract Start Date	September 1, 2016

D. Non-Disclosure Agreement

In order to access the census data, the attached non-disclosure agreement must be executed, signed, and emailed to: Shannon Pleasant, Sr. Procurement Specialist, at Shannon.Pleasant@houstontx.gov.

PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A. Overview

The City desires to contract with an organization having significant experience in administering Long Term Disability (LTD) programs to large governmental entities and city governments. The

organization must have prior experience directly related to the services requested in this RFP and must be able to demonstrate clearly their ability to:

- Offer state-of-the-art program management and administration services;
- Communicate benefit determination to employees in a timely manner;
- Provide timely reporting; and
- Offer innovative solutions to manage and optimize the program.

The LTD program is self-funded by the city. The agreement is for a term of three (3) years beginning September 1, 2016, with two one-year renewal options.

B. Specifics

The City of Houston wishes to contract with a Third Party Administrator (TPA) for the City's Long Term Disability Plan. The TPA shall perform administrative services pursuant to the provisions of the Long Term Disability Plan. The Third Party Administrator (TPA) will be the Plan Administrator and its activities will be under the review and approval of the Human Resources Director or his/her representative.

Services specifically required in the management and adjustment of LTD claims submitted by or on behalf of covered City employees are listed below.

1. Ensure claims are managed effectively, efficiently and consistently with the scope of services.
2. Establish and maintain records and books of account for all claims submitted. All such records and books of account shall be kept at a location suitable and accessible to City representatives and other authorized individuals.
3. Analyze and investigate claims submitted by or on behalf of covered employees in accordance with the provisions of the Plan, and determine the amount of benefits properly payable thereunder, if any. Analysis and investigation are to include both initial evaluation of a claim and ongoing review to verify continued disability.
4. Provide, issue, and mail or direct deposit checks for all benefits properly payable under the plan or deny payment of benefits. Recipients must receive checks by the first of the month for which the benefit is due.
5. Provide enrollment forms, claim forms, change forms, medical forms, and other forms to the City as may be necessary for the management and adjustment of claims under the terms of the LTD plan. No form shall be used or distributed without the prior approval of the City.
6. Provide exceptional customer service to the City's members.
7. Submit a copy of the letter describing the payment of benefits to the claimant and to the City.
8. In the event that a claim is denied in whole or in part, notify the claimant and the City's representative of such denial, clearly describing:
 - a. the specific reason for the denial;
 - b. the specific reference to the Plan provision on which the denial is based;

- c. any additional materials or information needed for the claimant to appeal his claim;
 - d. an explanation of the Plan's claims review procedure; and
 - e. the timeframe during which the appeal must be filed.
9. Advise and assist claimants in applying for Social Security Disability Benefits, including informing claimants of appropriate procedures for appeal of denied claims.
10. Notify the City or its representative of each request for review of denied claim received. Provide all relevant documentation of each such claim to the City or its representative within five (5) working days after the receipt of such request; and provide such advice and counsel as may be requested from time to time from the City with respect thereto.
11. If a payment is made to or on behalf of an ineligible person or an overpayment is made, attempt to recover such payment or overpayment by a single written request to such person. Take such further action with regard thereto as may be directed in writing by the Human Resources Director.
12. Prepare an annual participant profile detailing all information on file for each participant. This information will be sent annually during the first calendar quarter to each participant for verification and concurrence. Copies will be sent to the City.
13. Provide to the City the reports indicated below:
 - a. itemized monthly statement of all claims to be paid;
 - b. monthly disability report showing diagnosis;
 - c. quarterly benefits paid report outlining cumulative benefits paid to recipient;
 - d. monthly deduction report showing FICA, FIT, and other deductions, if any;
 - e. annual summary of W-2P information provided to claimants for purposes of preparing individual income tax returns;
 - f. ad hoc reports as requested by the City; and
 - g. annual plan year comprehensive report of claims activity, nature of disability for both rejected and accepted claims.
14. Produce and distribute to claimants the appropriate forms (W-2P Forms) for preparation of individual income tax returns on an annual basis.
15. Prepare and file any forms and reports required to be furnished to the state or federal government or any subdivision or agency thereof on behalf of the City, including those relating to withholding of federal or state taxes, as applicable.
16. Upon request, assist the City or its representatives to actuarially determine the estimated liability and the contribution rate for funding the Plan for payment of claims and administrative services. Provide an actuarial report to the City.
17. Advise the City on any new or pending local, state, or federal legislation that may have an impact administratively or financially on the Plan.
18. Send to the City by the 20th calendar day of each month a list of checks the Plan Administrator will write for the following month.
19. For any recipient who is disabled due to mental health or substance abuse provisions, the Plan Administrator will monitor the recipient's participation in the prescribed treatment plan.

20. Provide a dedicated customer service toll free number for claimants and the City of Houston.
21. Assign one employee to be the primary contact for the City of Houston; who shall administer and service the Employer's accounts.
22. Review all claims and identify candidates for rehabilitation and retraining.

To assist the TPA in performing services described above, the City will:

1. Establish a fund or funds within the office of the City Controller for the deposit of funds appropriated for participants under the Plan. The City shall furnish funds from that account or accounts to the TPA for distribution to claimants under the terms of the Plan.
2. Provide to the TPA an approved copy of the Plan and any amendments thereto, including all approved changes in benefits provided thereunder.
3. On request, provide to the TPA demographic information on plan participants.
4. On request, provide to the TPA a headcount of covered participants.
5. Provide to the TPA information about the eligibility of employees submitting disability claims.
6. Provide to the TPA the name of an individual authorized by the Human Resources Department to act as coordinator for the City's LTD Plan.

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Price proposals of those shortlisted will be evaluated once they are identified by the evaluation committee. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the shortlisted Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

A. Interviews/ Oral Presentations

The City reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the presentations is to provide the evaluation committee with additional requested information and responses to any outstanding questions. If necessary, Proposers may be required to make more than one presentation or demonstration.

B. Selection Process

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the City. The City of Houston intends to select a proposal that best meets the needs of the City and provides the overall best value. Upon approval of the selected Proposer, a contract will be executed by the appropriate City officials.

C. Best and Final Offer

City reserves the right to request a Best and Final Offer from shortlisted Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If City chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offer document is usually brief (i.e. less than five (5) business days).

D. Evaluation Criteria

1. Responsiveness of Proposal

Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to City officials.

2. Technical Competence

Extent to which proposed solution(s) meet the needs of the City including, but not limited to, the desired requirements as expressed in this RFP.

- a. Qualifications and experience of the Proposer to successfully achieve and perform the services as evidenced by experience with clients of similar scope of magnitude.
- b. Qualifications and specialized experience of key personnel to successfully achieve the project as evidenced by experience in similar role.
- c. Quality of proposed implementation plan, timetable, and operational plan including understanding of the scope of services/technical requirements.
- d. Qualifications and specialized experience of staff and systems to safeguard confidential information obtained from clients.
- e. Quality, comprehensiveness and adequacy of proposal.
- f. Financial stability of the Proposer.
- g. Reasonableness and extent of contract exceptions taken by Proposer.

3. Price Proposal

- a. Reasonableness and competitiveness of the overall prices

- b. Rate guarantees.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Submit six (6) printed copies of the proposal, one marked as “Original” and signed in BLUE ink. Along with six (6) NON PASSWORD protected electronic thumb drives, in a sealed envelope bearing the assigned solicitation number to:

City Secretary
City Secretary Office - City Hall Annex
900 Bagby, P101
Houston, Texas 77002

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary Office any time prior to the stated deadline.

2. ProposalTech. In addition to the six (6) copies submitted to City’s Secretary Office (as directed above), **a complete proposal must be submitted online via ProposalTech.**

The online RFP via ProposalTech can be found at ProposalTech's website (www.proposaltech.com). Proposers may view an online training demo of the system and its functionality. This demo takes approximately five (5) minutes and will greatly improve your understanding of the system's functionality. Click on the link to view the flash demo: www.proposaltech.com/help/docs/response_training.

Please note that the entire RFP process will be conducted via the Internet, using the ProposalTech application. Proposal specifications are contained in the electronic RFP (eRFP), which can be found at ProposalTech's website (www.proposaltech.com). Proposers will need to register and login to the system at www.proposaltech.com/home/app.php/register using the username and password that are supplied to you in the invitation email you will receive from ProposalTech.

To access the eRFP, Proposers must first take the following actions:

- If you receive the ProposalTech invitation email, you have been identified as a contact for the RFP. If you will not be a contact for this RFP, please ensure that this communication is routed appropriately. This information may not have been sent to any other parties within your organization.
- If you would like to schedule a ProposalTech training session please contact ProposalTech at (877) 211-8316, choose option 4, or send an email to support@proposaltech.com.
- The primary contact should access the website to initiate review and acceptance of the RFP.
- Primary contacts will be responsible for establishing permission to access the RFP for other individuals in their organizations. Multiple users from your organization may access the RFP simultaneously.

Detailed instructions for the completion and submission of your proposal will be found in the

eRFP. ProposalTech will be available to assist you with technical aspects of utilizing the system. Any questions regarding content should be submitted using the "Ask Questions" feature on the main RFP page for general questions and the "Related Q&A" link under specific content for specific questions.

3. Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
4. Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
5. Complete submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.
6. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
7. Timely delivery of Proposals. The Proposal, including the Technical Proposal, the Pricing Proposal and signed Cover Letter, must be delivered by hand or sent to the City of Houston City Secretary Office through U.S. Mail or other available courier services to the address shown below:

City Secretary
City Secretary Office - City Hall Annex
900 Bagby, P101
Houston, Texas 77002

Include the RFP number on any package delivered or sent to the City Secretary Office and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated location. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

8. Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.

2. Conflict of Interest. Provide information regarding any real or potential conflict of interest in Exhibit VI. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.
3. Exhibits. Complete all forms, as appropriate.
4. Price Proposal. In a separate sealed envelope marked, "Price Proposal, S66 –T25683, submit six (6) copies of your Price Proposal to include all necessary cost elements. DO NOT include the Price Proposal on the electronic thumb drive. The Price Proposal Cost Quotation Table is in section 7.13.

C. RFP Requirements for All Proposers

All Proposers must comply with the following conditions with regard to the RFP. Confirm your capability to provide each of the following with a response of Yes or No.

Requirements	Response	Comments on "NO" responses
A. Proposer agrees no commissions, overrides, and/or broker's fees shall be paid to any party. All rates should be quoted net of commission.	Yes/No.	100 words. Nothing required
B. The vendor awarded a contract shall agree to a jurisdiction and venue of the State of Texas in the event of legal disputes.	Yes/No.	100 words. Nothing required
C. Proposer agrees all City information disclosed during the proposal and contract term must remain strictly confidential unless disclosure is required by law.	Yes/No.	100 words. Nothing required
D. The Proposer will provide renewal rates and fee computations (after the initial term) by June 1st of each policy year, which shall then be subject to negotiation and written agreement between the parties.	Yes/No.	100 words. Nothing required
E. The Proposer agrees to attend scheduled review meetings at the City's desired location in Houston, Texas.	Yes/No.	100 words. Nothing required
F. The City will have the right to terminate the contract with or without cause given a 90-day notice period, without penalty to the City.	Yes/No.	100 words. Nothing required
G. The Proposer will agree to defend claims litigation based on its decisions to deny coverage for clinical reasons.	Yes/No.	100 words. Nothing required
H. The City will not be held responsible for time or miscellaneous costs incurred by the Proposer in association with any audit process including, all costs associated with provision of data, audit finding response reports, or systems access, provided to the City or its designee by the Proposer during the life of the contract. Note: This includes any data required to	Yes/No.	100 words. Nothing required

transfer the business to another vendor and money collected from lawsuits and internal audits.		
I. The City reserves the right to review, edit, or customize any communication from the Proposer to its members prior to distribution.	Yes/No.	100 words. Nothing required
J. Proposer awarded a contract shall conduct an annual Client Satisfaction Survey. The terms, rewards, and penalties will be mutually agreed to by the selected proposers and the City.	Yes/No.	100 words. Nothing required
K. The Proposer agrees to allow the City to review customer service quality issues to the resolution endpoint.	Yes/No.	100 words. Nothing required
L. There are NO additional fees (beyond those outlined in the Cost Quotation Sheet) required to provide the services outlined in this RFP. Any mandatory fees must be clearly outlined in the Cost Quotation Sheet.	Yes/No.	100 words. Nothing required
M. Any award will be made to that Proposer whose proposal is deemed to be in the best interest of the City. The City reserves the right to reject any and all proposals.	Yes/No.	100 words. Nothing required
N. Any costs incurred by Proposer in preparing or submitting proposal are the Proposer's sole responsibility. Proposals will not be returned.	Yes/No.	100 words. Nothing required
O. Proposer's services must adhere to relevant federal and state laws and regulations.	Yes/No.	100 words. Nothing required
P. Proposer must have experience providing TPA services for LTD programs for groups having 10,000 or more covered employees.	Yes/No.	100 words. Nothing required
Q. Proposer must provide a minimum of three client references for whom Proposer has successfully provided similar services within the last five years.	Yes/No.	100 words. Nothing required
R. Proposer must have a financial strength of B+ or better. The City of Houston reserves the right to award to a company with a Best Rating of less than B+.	Yes/No.	100 words. Nothing required

D. Data and Reporting Requirements

Proposers must contractually agree to provide (at no additional cost) the reports listed in this RFP within 15 days of the end of each plan quarter, as well as an annual summary within 30 days of the end of the plan year. Other reporting requests and reporting conditions will be discussed at a later date prior to finalizing the contract. Proposers must certify that their proposal can meet the conditions outlined below

Requirements	Response	Comments on "NO" responses
<p>A. The Proposer agrees to provide the City or its designee, access to historical claims data for up to seven years following termination of the agreement, and allow the City the option to take over the records in electronic format.</p>	Yes/No.	100 words. Nothing required
<p>B. The Proposer has the ability to monitor, track, and report member claims and member service data as requested by the City.</p>	Yes/No.	100 words. Nothing required
<p>C. The Proposer must process, store, manage and transmit all personal health information (PHI) in compliance with HIPAA.</p>	Yes/No.	100 words. Nothing required
<p>D. The Proposer must provide operational and system redundancy and disaster recovery procedures to ensure disruption-free service.</p>	Yes/No.	100 words. Nothing required
<p>E. The Proposer must be able to maintain eligibility files and receive updates from the City as required.</p>	Yes/No.	100 words. Nothing required
<p>F. All eligibility data and claim records in connection with this RFP are the sole property of the City, and must be made available upon request by the City and its representatives. Selling or providing of the City's data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with the City. Even if Proposer has not "sold" the data, it is NOT free to use the data for analyses that they publish or provide to outside industries.</p>	Yes/No.	100 words. Nothing required
<p>G. The Proposer must provide a quarterly and annual report within 30 days of the end of the Plan Year quarter of performance guarantee results, the methodology of those measurements and a proposed corrective action plan to improve any deficiencies.</p>	Yes/No.	100 words. Nothing required

PART V – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative, Shannon Pleasant at Shannon.Pleasant@houstontx.gov. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

C. Protests

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

1. A protest must be filed in accordance with the timing requirements set forth herein and must include:
 - a. the name, address, telephone number and email address of the protestor;
 - b. the number of the solicitation;
 - c. all information confirming that the protestor is an interested party;
 - d. a written statement of the grounds for the protest and the law, ordinance, or policy alleged to have been violated. The statement should be accompanied by relevant supporting documentation and the relief requested;
 - e. all information confirming the timeliness of the protest; and
 - f. the signature of the protestor.

Protests shall be submitted to:

Shannon Pleasant, Sr. Procurement Specialist
City of Houston
901 Bagby, B300
Houston, TX 77002

2. The City recognizes three types of protests:
 - a. Protests regarding solicitation (Pre-Bid Protest)

Any protest regarding a solicitation published by the City shall be filed no later than five (5) days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate. Any protest filed after the due date raising issues regarding the solicitation will not be considered.
 - b. Protests regarding the evaluation of bids, qualifications, or proposals (Pre-Award Protest)

Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than ten (10) days after:
opening of bids (if a bid); or
due date (if RFQ/RFP); or
notification that the interested party's bid or proposal has been rejected.
Any protest received after the deadline will not be considered.
 - c. Protests regarding award of contract (Post-Award Protest)

Upon receipt of a timely and properly filed protest regarding the award of a contract, the City will not issue a notice to proceed or submit an order for goods until the protest has been resolved, provided such delay will not be detrimental to the interests of the City.

PART VI – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held Thursday, March 16, 2016 at 2:00 PM at the Learning and Development Center, 4501 Leeland Street Houston, TX 77023. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City. Attendance is not mandatory.

B. Additional Information and Specification Changes

Requests for additional information and questions should be posted on ProposalTech at the website www.proposaltech.com no later than 2:00 P.M. CST, March 29, 2016. The City of Houston shall provide written responses to all questions received in ProposalTech before the submittal deadline. The written responses shall be posted expeditiously on ProposalTech in the form of a Letter of Clarification. Proposer(s) shall be notified of any changes in the specifications contained in this RFP. It is the Proposer(s) responsibility to frequently check ProposalTech for updates and clarifications.

C. Letter(s) of Clarification

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing and posted to the ProposalTech website. Any Letter(s) of Clarification or interpretation that

is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in this RFP or provided on ProposalTech should be used in preparing Proposal responses.

2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations of provisions, requirements and documents that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

E. Exceptions to Terms and Conditions

1. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Deputy Director, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard contract terms will not be considered by the City as a part of any resulting contract.
2. All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

F. Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

G. Required Forms to be Submitted with Proposal

1. Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
2. Fair Campaign Ordinance Form "A" (Exhibit III)
3. Affidavit of Ownership or Control (Exhibit IV)
4. Anti-Collusion Statement (Exhibit V)
5. Conflict of Interest Questionnaire (Exhibit VI)

H. Required Forms to be Submitted by Awarded Vendor Only

1. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
2. Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D” (Exhibit VIII)
3. City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1” (Exhibit IX)
4. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to houstonbsc@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.
5. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>

PART VII - GENERAL QUESTIONNAIRE

7.1 References

1. Provide three current customer references. For at least one of these references, proposers must cover at least one group plan of 10,000 or more employees. The City is interested in working with TPAs that have experience with the public sector. The City may contact any customer of the vendor, whether or not included in the vendor’s reference list, and use such information in the evaluation process. Provide the following for each reference:

	Reference 1	Reference 2	Reference 3
a. Customer Name	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
b. Length of time serviced	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
c. Number of covered members	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
d. Description of services	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
e. Name of contact	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
f. Contact title	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
g. Contact phone number	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>

h. Contact email	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
i. Contact address	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>

2. Provide this same information for two (2) former customers. Include the reason the engagement ended.

	Reference 1	Reference 2
a. Customer Name	<i>Unlimited.</i>	<i>Unlimited.</i>
b. Length of time serviced	<i>Unlimited.</i>	<i>Unlimited.</i>
c. Number of covered members	<i>Unlimited.</i>	<i>Unlimited.</i>
d. Description of services	<i>Unlimited.</i>	<i>Unlimited.</i>
e. Name of contact	<i>Unlimited.</i>	<i>Unlimited.</i>
f. Contact title	<i>Unlimited.</i>	<i>Unlimited.</i>
g. Contact phone number	<i>Unlimited.</i>	<i>Unlimited.</i>
h. Contact email	<i>Unlimited.</i>	<i>Unlimited.</i>
i. Contact address	<i>Unlimited.</i>	<i>Unlimited.</i>
j. Reason engagement ended	<i>Unlimited.</i>	<i>Unlimited.</i>

7.2 Company Overview

1. Provide the information below on the individual(s) that would be responsible for managing the City's contracts.

	Contact 1	Contact 2
a. Name	<i>Unlimited.</i>	<i>Unlimited.</i>
b. Title	<i>Unlimited.</i>	<i>Unlimited.</i>
c. Address	<i>Unlimited.</i>	<i>Unlimited.</i>
d. Email	<i>Unlimited.</i>	<i>Unlimited.</i>
e. Phone number	<i>Unlimited.</i>	<i>Unlimited.</i>
f. Length of time in role at your organization	<i>Unlimited.</i>	<i>Unlimited.</i>

2. Have you been cited or fined or threatened with citation or financial penalties within the last five years by federal or state regulators for violations of federal or state laws and/or failure to implement regulations?

Single, Radio group.

1: Yes, please explain: [200 words] ,

2: No

3. Is your company involved in any current litigation against or from the City? If yes, please describe.

Single, Radio group.

1: Yes, please describe: [200 words] ,

2: No

4. Has your company been involved in litigation within the last five years arising out of your performance in the administration of a LTD Plan?

Single, Radio group.

1: Yes, please describe: [200 words] ,

2: No

5. Does a former City employee (executive level) work for your firm? If so, in what capacity and how long?

Single, Radio group.

1: Yes, please explain: [100 words] ,

2: No

6. Do you anticipate any mergers, transfers of company ownership, sales management reorganizations, or departures of key personnel within the next three years that might affect your ability to carry out your proposal if it results in a contract with the City of Houston?

Single, Radio group.

1: Yes, please explain: [200 words] ,

2: No

7.3 Experience

1. Describe your organization’s experience administering and providing TPA services for LTD programs.

200 words.

2. How many years has your organization provided TPA services for LTD programs?

Decimal.

3. Provide statistics regarding your TPA services for LTD programs for five (5) clients with more than 10,000 employees. Please complete the table below:

	Employer Group Client: Name and Address:	Contact Name: Phone number:	State, Public, or Private Employer	Number Enrolled –	Type of services provided	Length of time as a client
1		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>
2		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>
3		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>
4		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>
5		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>

4. Complete the table below for any clients who have terminated contracts since January 1, 2012, for cause or under dispute for any services that you propose to provide.

	Client: Name and Address:	Contact Name: Phone number:	Email Address	State, Public, or Private Employer	Number Enrolled –	Type of services provided	Length of time as a client	Reason for termination
1	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>10 words.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited</i>	<i>100 words.</i>	<i>Unlimited.</i>	<i>100 words.</i>
2	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>10 words.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited</i>	<i>100 words.</i>	<i>Unlimited.</i>	<i>100 words.</i>
3	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>10 words.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited</i>	<i>100 words.</i>	<i>Unlimited.</i>	<i>100 words.</i>

5. Please complete the table below with the most recent financial ratings for your company:

	Rating	Date
A.M. Best	<i>Unlimited.</i>	<i>Unlimited.</i>
Moody's	<i>Unlimited.</i>	<i>Unlimited.</i>
Standard and Poor's	<i>Unlimited.</i>	<i>Unlimited.</i>
Other	<i>Unlimited.</i>	<i>Unlimited.</i>

6. Confirm that you will provide the most recent two (2) fiscal years of your firm's audited financial statements or Federal tax forms filed to the Internal Revenue Service. Provide the requested financial statements as an attachment to your proposal.

Single, Pull-down list.

- 1: Confirmed, attached,
- 2: Not confirmed

7.4 Underwriting and Billing

1. What are your underwriting guidelines for evaluating and pricing the LTD services in your proposal?

200 words.

2. What are your underwriting guidelines in calculating renewals? For example, will you use 12 months of claims or incurred or paid claims?, etc.

200 words.

3. The LTD Plan is a self-insured plan for which a zero balance account is maintained. Funds are deposited only when claims are to be paid.

a. Can you handle this kind of arrangement?

a. Single, Radio group.

1: Yes,

2: No, explain: [100 words]

b. 100 words

b. If yes, provide names and contact information of two clients for whom you have handled this kind of arrangement.

	Employer Group Client: Name and Address:	Contact Name: Phone number:	State, Public, or Private Employer	Number Enrolled –	Type of services provided	Length of time as a client
1		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>
2		<i>Unlimited.</i>	<i>Single, Pull-down list. 1: State, 2: Public, 3: Private</i>	<i>Unlimited.</i>	<i>100 words.</i>	<i>Unlimited.</i>

7.5 Account Management and Membership Services

1. Please provide an organizational chart for the proposed account manager and team responsible for the overall service and day-to-day operations for this account. Attach the following information for each team member:

a.	Biography
b.	Primary responsibility on this account
c.	Years of experience
d.	Years with the company
e.	Proposed percent of time dedicated to this account (based on 40 hour work-week)
f.	Office location

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

2. Provide the geographic location of the Member Service unit(s) that will be servicing the City's members.

	Response
a. Location Address	<i>Unlimited.</i>
b. Claims Processing	<i>Unlimited.</i>
c. Customer Service Inquiries	<i>Unlimited.</i>

3. Confirm each of the following:

	Response	Comments
a. At a minimum, Proposers will operate a member services unit with a toll-free dedicated member services telephone line to answer questions from the City's members between the hours of 8:00 am and 6:00 pm CT, Monday through Friday.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required
b. Proposers will have special telephone features for the hearing impaired.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required
c. Resources will be available to assist non-English speaking callers through a translation service.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required
d. Will this member services unit be dedicated? If not, please explain.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required
e. All calls will be recorded and kept for 24 months and made available for the City's review upon request.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required
f. Member Services Representative (MSR) will warm or soft transfer Members to other service areas or vendors including the City, if necessary.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required
g. Members will be able to opt out of the Interactive Voice Response (IVR) to speak with a live MSR.	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required

h. Members will be able to access user-friendly website to obtain:		
<ul style="list-style-type: none"> • Claim and other forms • Contact member/customer service • Status of claim(s) • Payments 	<i>Single, Pull-down list.</i> 1: Confirmed, 2: Not confirmed	100 words. Nothing required

7.6 Contractual Concerns

1. Confirm that you agree that throughout the life of the contract, and for twelve (12) months following termination, any direct contact, direct marketing, educational material, and other communication made to plan participants, other than responses to individual member inquiries regarding individual member service issues, are strictly prohibited without the authorization and approval of the City.

Single, Radio group.

- 1: Confirmed,
2: Not confirmed, explain: [100 words]

2. Explain the impact to employees receiving LTD benefits if the LTD contract is terminated before the completion of a plan year.

100 words.

3. Do you agree to a three-year contract with fixed rates as shown in the Cost Quotation Section of your proposal, regardless of participation levels or any other variables?

Single, Radio group.

- 1: Confirmed,
2: Not confirmed, explain: [100 words]

4. Are you willing to offer longer contingent rate guarantees? (If confirmed, please detail below).

Single, Radio group.

- 1: Confirmed, explain: [200 words],
2: Not confirmed

5. Do you agree the contract will be effective on September 1, 2016? If no, provide the effective date and explain why.

Single, Radio group.

- 1: Yes,
2: No, explain: [100 words]

7.7 Claims Administration

1. Provide the following information regarding the claim offices that will be servicing the City:

	Response
Location	<i>Unlimited.</i>
Average Claims/Processor/Day	<i>Unlimited.</i>
Annual Claim Volume	<i>Unlimited.</i>

2. Briefly summarize the typical intake process when a member files a claim.

a. via telephone

50 words total.

b. via the website

50 words total.

3. a. Briefly summarize the standard procedure for evaluating a disability claim, when a member files a claim.

b. What is the average period of time required by your firm to approval or deny a LTD claim?

c. What is the time limit for filing a claim?

200 words.

4. a. Briefly summarize the standard procedure for evaluating a continuing disability claim, when a member files a claim.

b. What is your normal interval?

200 words.

5. Briefly describe the claim review and payment process from date of receipt to check issued.

200 words.

6. What has been the claims turnaround time over the last four quarters? Please complete the chart below.

Claim Turnaround Time	Calendar Days	Comments
Quarter 1		<i>100 words.</i>
Quarter 2		<i>100 words.</i>

Quarter 3		100 words
Quarter 4		100 words.

7. a. If a claim is denied, what information will the written notice provide?
- b. What are the claimants' options?

200 words.

8. Describe the quality controls, auditing and peer review mechanism in place for your organization's claim-processing department?

200 words.

9. Is your claim system fully automated? What procedures, if any, are done manually?

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [200 words]

7.8 Case Management

1. a. Describe any value-added LTD case management services your company offers.
- b. Please state which of these value-added services are included in your company's normal administrative services.
- c. Which value added services are available for an additional fee?

200 words.

2. a. What is your firm's philosophy regarding rehabilitation employment?
- b. Please describe your process for rehabilitation.
- c. What has been your experience with rehabilitation?

200 words.

3. How successful have you been at returning employees to the workforce and maintaining their continued employment?

200 words.

4. Describe how you propose to monitor recipients who are involved in mental health and substance abuse treatment plans.

200 words.

5. Describe how you propose to monitor LTD recipients and plan performance.

200 words.

7.9 Reporting and On-Line Access to Information

1. Confirm that you will provide the City copies of standard monthly, quarterly, and annual reports. (If not confirmed, please detail below).

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [200 words]

2. Describe your organization's ad-hoc reporting capabilities including turn-around time for ad-hoc requests. Any additional fee for this should be noted in the Cost Quotation Sheet.

100 words.

3. Describe in detail your organization's on-line reporting capabilities and available reports for the proposed TPA services. Please provide sample reports you intend to provide to fulfill the reporting requirements described in the Scope of Services?

100 words.

7.10 Performance Guarantees

The City's Performance Guarantees are to encourage the vendor to provide superior performance. Vendor's failure to meet the performance guarantee(s) would result in financial penalties. Please review and complete the following table and confirm your agreement with the proposed service level targets and associated guarantees. Higher assessments than required are encouraged. If you disagree, please explain.

Performance Guarantee	Amount at Risk	Agree or Disagree	If disagree, explain
1. Process 98% of all claims with ten (10) business days of receipt by the Company of all necessary information. Written notice will be provided to both the claimant and the City of Houston.	\$3,000 annually	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required
2. Claims Payments: Mail 100% of approved checks by the twenty-fifth (25th) calendar day of the month. The City of Houston will receive the Final Pay List by the twentieth (20th) calendar day of the month or the preceding workday if the twentieth (20th) calendar day is a Saturday, Sunday or holiday.	\$2,000 annually	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required
3. Financial Accuracy: Calculate and pay 98% of all claim dollars accurately. Financial accuracy is defined as 50% of a participant's pre-disability income, without other disability income, or 70% of pre-disability income, including other income.	\$2,000 annually	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required
4. Reports: Provide the City with reports listed below.* Provide the specified monthly report within 15 days after the preceding month. Provide the specified quarterly reports	\$500 per quarter	<i>Single, Pull-down list.</i>	<i>Unlimited.</i> Nothing

within 15 days after each plan quarter. Provide the specified annual reports within 30 days after each plan or calendar year end, as applicable.		1: Agree, 2: Disagree	required
5. Notify the City of Houston and the claimant in writing that a claim has been denied within ten (10) business days after receipt of a clean claim by the Company.	\$250 per quarter	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required
6. Annual Profile: Perform an annual profile detailing all information on file for 100% of the plan participants within 30 days after the beginning of the calendar year.	\$1,000 annually	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required
New Vendor Only			
7. Implementation Services to be measured and reported one (1) month after the effective date of initial plan year beginning September 1: (a) Service center ready to respond to inquiries effective on or before September 1; (c) Toll free customer service telephone number operational on or before September 1; (d) all claims administration services to be fully operational by effective date of September 1.	\$2,000 annually	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required
8. Provide Administration Manual to the City of Houston within 30 days of contract effective date.	\$500 (one-time)	<i>Single, Pull-down list.</i> 1: Agree, 2: Disagree	<i>Unlimited.</i> Nothing required

*Provide the City with the reports listed below:

- a. Itemized monthly statement of all claims to be paid;
- b. Monthly disability report showing diagnosis;
- c. Quarterly benefits paid report outlining cumulative benefits paid to recipient;
- d. Monthly deduction report showing FICA, FIT, and other deductions, if any.
- e. Annual summary of W-2P information provided to claimants for purposes of preparing individual income tax returns;
- f. Ad hoc reports as requested by the City; and
- g. Plan year comprehensive report of claims activity, nature of disability for both rejected and accepted claims.

7.11 Implementation

1. Briefly describe your transition and implementation process and provide a proposed implementation plan and timetable, beginning with the award of business to the completion of the transition and implementation, assuming a plan effective date of September 1, 2016.

Including but not limited to:

- a. Steps required to implement the program;
- b. Role played by the City and vendor;
- c. Required vendor enrollment files; and
- d. Contact information (name, title, credentials, phone, fax, address, email) of personnel assigned to each step of the implementation process.

Attachment.

2. Describe the most frequent problems your organization has encountered during implementation of new TPA services for LTD programs. How were they resolved?

Problems During Implementation		Resolution
1.	100 words.	100 words.
2.	100 words.	100 words.
3.	100 words.	100 words.
4.	100 words.	100 words.

7.12 Response Exhibits

1. Complete Exh I - Offer and Submittal.docx and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

Attached Document: [Exh I - Offer and Submittal.docx](#)

2. Complete Exh III- Fair Campaign.docx and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

Attached Document: [Exh III- Fair Campaign.docx](#)

3. Complete Exh IV- Contractor Ownership Disclosure.docx and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

Attached Document: [Exh IV- Contractor Ownership Disclosure.docx](#)

4. Complete Exh V- Anti-Collusion.docx and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

Attached Document: [Exh V- Anti-Collusion.docx](#)

5. Complete Exh VI Conflict of Interest.docx and upload as part of your response.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

Attached Document: [Exh VI- Conflict of Interest.docx](#)

Reference Exhibits Con't

6. Exh A – Compensatory Sick Leave Ordinance
Document.

Attached Document:

7. Exh B - LTD Plan Document
Document.

Attached Document:

8. Exh C – Actuarial Valuation
Document.

Attached Document:

9. Exh D – Past, Current and Pending Claims
Document.

Attached Document:

10. Exh E – Employee Demographics
Document.

Attached Document

11. Exh F – Contract, Amendment and Current Rates
Document.

Attached Document:

12. Exh G – Sample LTD Contract
Document.

Attached Document:

7.13 Cost Quotation

1. Please complete this page for all services that you will perform. If a service is not applicable, select the N/A box.

TASK	Frequency	Cost	Renewal Rate or Formula 4 th Year	Renewal Rate or Formula 5 th Year
Monthly fee for standard administrative services (Please detail what is considered standard services in blank spaces below)				
Monthly fee for each check issued to claimants in the month				
Case file setup, including, obtaining necessary medical examinations and claim investigations to perform initial evaluations of claims				
Fee for ongoing review of each claim over the duration of the disability				
Fee for forms necessary for the administration of claims				
W-2 & Tax Reporting				
Non-Standard Claim Forms				
Rehabilitation Services				
Fee for Social Security Representation				
Fee for Presumptive Disabilities				
Fee for Hearing/Appeals Level				

Legal Consultation				
Value-added services and related fees. (please describe in detail services associated with such charges in the blank spaces below)				
Please confirm the rate guarantee	3-Year Guarantee			
	5-Year Guarantee		n/a	n/a

2. Rate guarantee for three (3) years.

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [100 words]

3. Rate guarantee for five (5) years.

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [100 words]

EXHIBIT I

OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

Federal Identification Number:

By:

(Signature of Authorized Officer or Agent)

Printed Name:

Title:

Date:

Address of Contractor:

Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____)

Signature, Name and title of Affiant:

(Notary Public in and for)

_____ County,
Texas

My Commission Expires: _____ day of _____
20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

EXHIBIT III
FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III
FORM "A": FAIR CAMPAIGN**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____ Address _____
Proprietor

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name _____ Address _____
Partner

Name _____ Address _____
Partner

A CORPORATION

List all directors of the corporation (if none state "none"):

Name _____ Address _____
Director

Name _____ Address _____
Director

Name _____ Address _____
Director

List all officers of the corporation (if none state "none"):

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state "none"):

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL**

ORIG. DEPT.: 64/SPD

FILE/I.D. NO.: S66-T25683

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

_____ [CONTRACTING ENTITY'S

CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

SOLE PROPRIETORSHIP

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

Contracting Entity and/or _____ [***NAME OF OWNER OR NON-PROFIT OFFICER***] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [***CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER***] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (____) _____
Tax Years _____

Status of Appeal [***DESCRIBE***] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant’s knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public _____

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT V
ANTI-COLLUSION STATEMENT**

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT VI CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Purchasing Deputy Director not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Calvin Wells, City Purchasing Deputy Director, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007

REFERENCE EXHIBITS

- EXHIBIT A COMPENSATORY SICK LEAVE ORDINANCE
- EXHIBIT B LTD CONTRACT and PLAN DOCUMENT
- EXHIBIT C ACTUARIAL VALUATION
- EXHIBIT D PAST, CURRENT AND PENDING CLAIM
- EXHIBIT E EMPLOYEE DEMOGRAPHICS
- EXHIBIT F CONTRACT AMENDMENT and CURRENT RATES
- EXHIBIT G SAMPLE CONTRACT