



# Request for Proposal #17-016 Insurance Broker Services

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June, 2017

*Prepared For Emergence Health Network*

# Request For Proposal Fleet Tracking Products and Services

Prepared For Emergence Health Network

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# I. General Information

## Purpose of Request For Proposal (RFP)

Emergence Health Network (EHN) is soliciting proposals for an insurance agent/broker who will handle the placement and servicing of its property and casualty program. This insurance program includes auto liability, crime, property, terrorism, general and umbrella liability, professional liability, directors and officers liability, cyber liability, and worker’s compensation coverage.

EHN may retain more than one firm.

Service capabilities and support are key aspects of the agent/broker relationship with EHN. An agent/broker responding to this request should demonstrate substantial, high-level knowledge, expertise, and success in at least the following areas:

- Evaluation of the existing EHN property and casualty insurance program and suggest recommendations for additions or changes to coverages and limits of insurance.
- Marketing EHN property and casualty insurance program and obtaining competitive quotes.
- Presenting a written report to document the quotes received from the various carriers.
- Reviewing the individual policies for accuracy and completeness prior to delivery to EHN.
- Advising, reporting, handling all claims and monitoring the claims.
- Performing a semi-annual loss review and presenting a semi-annual loss report.
- **SUMMARY OF MAJOR COVERAGES:**

Insurer	Type of Coverage	Limits or Amounts	Premium Cost
Travelers Casualty and Surety Company of America	Crime Policy	Limit of Liability \$1,000,000 \$25,000 deductible	\$5,225
RSUI Indemnity	Directors and Officers Liability	Limit of Liability Occurrence/ Aggregate \$1,000,000 D&O named as part of Corp. \$10,000 deductible Corporation only \$10,000 deductible Employment practices claims \$35,000 deductible	\$16,000
Ace American Insurance Co.	Fire, EC, VMM, SEC/SEC Including Theft, Fire, EC, Physical Loss, Form VMM	\$5,281,082 Building & Contents \$1,000 property/theft deductible	\$16,594
Ace American Insurance Co.	General Liability/Professional Liability	Limits of Liability, General Liability \$1,000,000 CSL and Professional Liability \$1,000,000 per claim and	\$51,863

		\$3,000,000 annual aggregate \$250,000 (ea) damage to premises rented to us/medical payments \$1,000 deductibles	
Ace American Insurance Co.	Comprehensive Automobile Liability	Limit of Liability \$1,000,000 CSL per occurrence and \$1,000 deductible collision/ \$500 deductible comprehensive	\$128,137
Texas Mutual Insurance Co.	Worker's Compensation	Unlimited under Texas State Statute	\$280,978
Ace American Insurance Co.	Electronic Equipment	\$1,257,983 Electronic Equipment \$40,000 Medical Equipment \$1,000 deductible	\$3,727

## Emergence Health Network Information

Emergence Health Network (Local Authority) is the Department of State Health Services (DSHS) designated Mental Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of El Paso County, Texas.

## Process & Timeline

Emergence Health Network hopes to make a decision regarding its software technology solution by August 2017. As such, the following timeline has been established once the RFP responses have been received:

<b>June 2017</b>	Proposals due
<b>July 2017</b>	Committee review and scoring
<b>August 2017</b>	Final vendor selection and contracting

## General Provisions

These General Provisions are considered standard language for all EHN proposals and RFP documents. If any "specific proposal requirements" differ from the General Provisions listed here, the "specific proposal requirements" shall prevail.

### 1. RFP PACKAGE

The proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this

proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.

## 2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org) or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

## 3. PROPOSER'S RESPONSIBILITY

The preferred proposer will:

- Demonstrate continuous operation of their business for services requested under this RFP for a minimum of 5 years;
- Demonstrate adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders that may be required in performing the services requested under this RFP;
- Demonstrate a satisfactory record of performance for the services requested under this RFP; and
- Demonstrate a satisfactory record of integrity and ethics.

## 4. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to: (1) Reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts in seeking proposals or execution of a resulting contract for any reason or no reason whatsoever. EHN reserves the right to accept or reject all or any part of the proposal, waive technicalities, or to award by item or by total proposal; (2) Proposals may be rejected for any of (but not limited to) the following:

- a. Failure to use the proposal form(s) furnished by EHN, if applicable.
- b. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- c. Failure to properly complete the proposal.
- d. Proposals that do not meet the mandatory requirements.
- e. Evidence of collusion among proposers.

## 5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer/bidder to review the entire RFP/IFB packet and to notify EHN if the specifications are formulated in a manner that would restrict competition or appear

ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no later than the close of third business day following the submission deadline. Vendors are to propose as specified herein or propose an approved equal/substitutes.

#### 6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified. However, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN prior to the Question Deadline in order that an addendum might be issued.

#### 7. EXCEPTIONS TO PROPOSAL

The proposer will complete and submit the attached deviation form should proposer require any exceptions to the conditions of the proposal. If no deviations are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserves the right to offer these alternatives to other proposers.

#### 8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver. Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal. Price should be itemized.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

#### 9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

#### 10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or

supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

#### 11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

#### 12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFP/IFB. The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.

A proposer whose proposal does not meet the mandatory requirements set forth in this RFP/IFB will be considered noncompliant.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such proposer will furnish all items and services upon the terms and conditions in this proposal and any resultant contract.

Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all certificates of insurance evidencing the required coverage as described under the section entitled "Insurance".

#### 13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental entity for purposes of the Texas Public Information Act (TPIA), codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. **Proposer acknowledges that any and all information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA.**

#### 14. RESULTANT CONTRACT

**Any resultant contract shall be executed by both parties before taking effect.** The contract documents shall consist of the contract, any addenda or amendments thereto, the general and special provisions, the drawings, proposal package and any addenda issued, and any change orders issued during the work.

The contracts to be entered into between EHN and those whose proposals are accepted shall include, in addition to additional terms as agreed to by the parties, the following provisions.

The term "Contractor" as indicated below shall mean vendor or any other term which describes the awardee.

### **Governing Law and Venue**

Contractor acknowledges that EHN is a governmental agency established under the laws of the State of Texas. The parties agree that this contract is governed by the laws of the State of Texas. Venue for any legal claim shall be proper in the federal or state courts in El Paso County, Texas.

### **Texas Tort Claims Act**

Contractor acknowledges that EHN is a governmental agency and subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. Nothing in this Agreement shall be construed as a waiver of the rights or immunities available to EHN under the Texas Tort Claims Act.

### **General Conditions and Stipulations**

- a. **Indemnification and Worker's Compensation.** Contractor shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Contractor's acts or omission in the performance of the duties required under the Agreement. Contractor acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.
- b. **Independent Contractor.** It is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing Contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. Contractor represents it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by Contractor shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.

### **Right to Terminate**

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein.

Additionally, EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. EHN may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, EHN would receive a better rate for the same service.

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophe, or so



*substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.*

**Liability for Loss and Damages**

*Any damages by the Contractor to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the Contractor to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.*

**Computer Software Management Memo**

*Contractor certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.*

**Accounting Principles**

*The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.*

**Liability for Nonconforming Work**

*All work provided by the Contractor shall conform to the latest requirement of federal, state, and local regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.*

*The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.*

**Subcontractor/Consultant Information**

*Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify EHN in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.*

**Temporary Nonperformance**

*If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, EHN, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.*

**Extension of Term**

*If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement. Agreement shall not be set for auto renewal.*

**Prohibition on Contracts with Companies Boycotting Israel**

*Pursuant to Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.*

15. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

16. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

17. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on the EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

19. PROPOSAL IDEAS AND CONCEPTS

EHN reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

20. BID/PROPOSAL DISCLOSURES

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

21. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the Submission Deadline provided the request for withdrawal is submitted to EHN in writing.

22. INDEMNIFICATION

- a. The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or

equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN’s facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer’s operations under this contract.

- b. Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer’s unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.
- c. Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

**23. PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners’ of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN**

GENERAL LIABILITY:

- \$1,000,000 – Each Occurrence
- \$1,000,000 – General Aggregate
- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
- \$5,000 – Premises Medical Expense
- \$500,000 – Fire Legal Damage Liability Emergence Health Network named as “Additional Insured” Waiver of Subrogation

AUTOMOBILE:

- \$1,000,000 – Each Occurrence
- Emergence Health Network named as “Additional Insured” Waiver of Subrogation

WORKERS COMPENSATION:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit Statutory Limits
- Waiver of Subrogation

CONSTRUCTION PROJECTS

- additional requirements:
- Builders Risk Policy for total amount of completed project Bid Bond

## Performance & Payment Bond

### PROFESSIONAL SERVICES

additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

### CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

Emergence Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

## 24. MENTAL HEALTH FRIENDLY WORKPLACE

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

## 25. MANDATORY DISCLOSURE

Texas law requires the following disclosures by vendors: Conflict of Interest Disclosure Reporting (required of all vendors responding to the IFB/RFP) 20 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form "Appendix E), in which the vendor must disclose any covered affiliation or business relationship with EHN personnel that might cause a conflict of interest with a local government entity. The EHN appointed officials and employees listed in Appendix G will award or make recommendations for the awarding of a contract. By law, a

completed questionnaire must be filed with EHN. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this IFB/RFP.

#### 26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a response to this IFB/RFP, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No EHN appointed official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

#### 27. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

#### 28. MERGERS, ACQUISITIONS

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

- a. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- b. New Proposer's Federal Identification Number (FEIN); and
- c. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

#### 29. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused

by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

30. ACCURACY OF DATA

Information and data provided through this Proposal are believed to be reasonably accurate.

31. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

32. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Proposal.

33. MONITORING PERFORMANCE

EHN shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

34. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective

contract or will participate in the selection of the successful Proposer awarded this prospective contract; and

- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and
- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services; and
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the

Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and

- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws, including, but not limited to the requirements of Texas Health and Human Services as stated within their Data Use Agreement.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.

*EHN is an equal opportunity employer.*



## II. Procurement Protocols & RFP Response Package Instructions

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### Response Timeline

#### NOTICE TO INTERESTED PARTIES

Submissions must be received at Emergence Health Network, 9609 Carnegie Ave., El Paso, Texas 79925 **before 3:00 p.m. Mountain Time, June 30, 2017 (“Submission Deadline”)**.

Proposals must be in a sealed envelope and marked:

RFP #17-016 Insurance Broker Services due date June 30, 2017

### Response & Communication Protocols

**Do not contact the requesting department or any individual who may recommend or grant an award. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org) before June 20, 2017 at 12:00 p.m. Mountain Time (“Question Deadline”). Solicitation number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in specifications will be posted on the EHN website as an addendum. It shall be the proposer’s responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: [www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org); Procurement.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

Responses must follow the prescribed format detailed in this section in order to be accepted.

## Response Package Components

Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Fancy binding, colored displays, promotional material, etc., are neither necessary nor desired. Technical literature about the proposer's experience and qualifications may be included. However, emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible. Proposals shall be limited to 25 pages (8 ½ x 11 paper)

### Basic Requirements

Proposers need to organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented, with the Section Number listed.

Responses to this RFP must include the following components:

#### i. Qualifications (Knowledge, Expertise, Capabilities)

- a. Proposer History - A statement giving a brief history of the Proposer's organization; how it is organized, and how its available resources will be utilized for EHN.
- b. Proposer Qualifications - Information which highlights Proposer's particular expertise and experience to provide insurance agent/broker services as outlined in the Scope of Services section. Provide examples of similar clients in size and scope with the appropriate references.
- c. Assignment of Professional Staff - The Proposer must identify the specific staff that will be responsible for the contemplated services.

#### ii. Marketing

Marketing the insurance program is an important role of the broker/agent. Any marketing strategies or program designs that you develop should be conceptual. DO NOT APPROACH ANY INSURERS ON OUR BEHALF AND PROPOSERS ARE NOT TO RESPOND TO THIS RFP BY PROVIDING INSURANCE QUOTATIONS. CONTACT WITH CARRIERS FOR THE PURPOSE OF PREPARING PROPOSALS IS NOT TO BE MADE BY PROPOSERS.

- Identify insurers your firm would suggest for EHN insurance program. It is acceptable to suggest continuing with the incumbent insurers. The suggestion should include supporting rationale.
- Identify if your firm is able to directly access the incumbent insurers and other suggested insurance markets or if your firm would access these insurers through a wholesale broker or other source.
- Design a strategy for EHN to secure a competitive insurance program with broad coverage. The strategy should include supporting rationale.

It is appropriate to periodically improve or validate EHN's insurance program and pricing offered by insurers. All ideas and recommendations are to be conceptual. Provide recommendations for program improvements and include supporting rationale.

#### iii. Budget Information

Fees – Each proposal should include a broker service fee or commission for the identified services and a separate fee or rate for additional services that are recommended. If commissions are proposed, the percentage should be specified for each line of coverage and the premiums in the Coverage Summary (below) should be used as the basis for the commission percentages. Any additional fees, commissions or contingencies that would be earned should be clearly identified.

Cost Terms - Each proposal should be submitted in the most favorable terms with respect to costs and in a complete and understandable form.

#### iv. Additional Proposal Contents

Insurance - Ability to ensure appropriate coverage.

Diversity - Commitment to diversity as evidenced by such factors as the actual diversity among its existing or proposed staff/employees or the existence of an affirmative action plan addressing the diversity issues in recruitment, retention, and promotion of staff/employees.

Exceptions to the General Provisions - Proposer should identify any concern or objection to the General Provisions. EHN reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at EHN's discretion.

Supplemental Information - Any supplemental information which the Proposer thinks will be valuable to the MSFA in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.

#### v. Customer References

Provide a minimum of three (3) customer references from individuals for projects similar to the goods or services sought under this RFP.

References from at least three (3) different individuals are required to satisfy the requirement above. The standard reference questionnaire, which must be used and completed, is provided as Appendix A. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed response. In order to obtain and submit the completed reference questionnaires follow the process below.

1. Add the Respondent's name to the standard reference questionnaire at Appendix A and make a copy for each reference.
2. Send a reference questionnaire and a standard #10 envelope to each reference.
3. Instruct the reference to:
  - Complete the reference questionnaire;
  - Sign and date the completed reference questionnaire;
  - Seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - Sign his or her name in ink across the sealed portion of the envelope; and
  - Return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed response).

4. DO NOT open the sealed references upon receipt.
5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the response as required.

NOTE: EHN will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.

EHN will not review more than the number of required references indicated above.

While EHN will base its reference check on the contents of the sealed reference envelopes included in the response, EHN reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. EHN is under no obligation to clarify any reference information.

#### vi. Term

The proposal must include pricing for a five (5) year term.

#### vii. Additional Required Forms

The Appendices F through K in this RFP include: (Please utilize the attached forms to identify the following)

- Appendix A: Reference Questionnaire
- Appendix B: EHN Signature Page
- Appendix C: Deviation Form
- Appendix D: HUB Subcontracting Plan
- Appendix E: Conflict of Interest Questionnaire
- Appendix F: Certification Regarding Lobbying
- Appendix G: EHN appointed officials and employees

#### viii. Review Process and Evaluation Criteria

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. The evaluation team will make a recommendation to the Chief Financial Officer (CFO), who will, in turn present the recommendation to the CEO and the Emergence Health Network Board of Trustees. The evaluation team will review each proposal based on the following criteria.

- Proposer's expertise, experience, and service capabilities- Category Weight 30%
- Proposer's key staff proposed to be assigned to perform work for the Authority- Category Weight 15%
- Proposer's past performance- Category Weight 20%
- Proposer's access to specialized insurance markets- Category Weight 15%
- Cost (Fees and/or commissions)- Category Weight 20%

ix. **Additional Information (Optional)**

Although this RFP specifies minimum requirements for insurance brokerage representation and should be responded to in all respects, Proposers are invited and encouraged to submit alternatives that may be of interest to EHN.

## Appendix A: Reference Questionnaire

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**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as required, and for enclosing the sealed reference envelopes within the Respondent's Response.

### **RFP #17-016 Insurance Broker Services**

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to Emergence Health Network in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- Complete this questionnaire (either using the form provided or an exact duplicate of this document);
- Sign and date the completed questionnaire;
- Seal the completed, signed, and dated questionnaire in a standard #10 envelope;
- Sign in ink across the sealed portion of the envelope; and
- Return the sealed envelope containing the completed questionnaire directly to the reference subject.

**(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

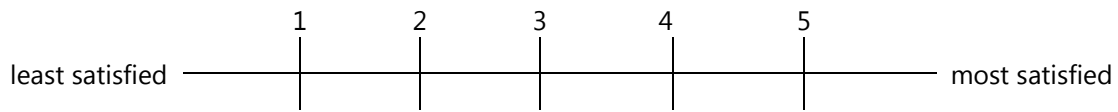
**Telephone Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**(3) What goods or services does/did the reference subject provide to your company or organization?**

- (4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

*Please respond by circling the appropriate number on the scale below.*



**If you circled 3 or less above, what could the reference subject have done to improve that rating?**

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

- (8) In what areas of goods or service delivery does/did the reference subject excel?**

- (9) In what areas of goods or service delivery does/did the reference subject fall short?**

**(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied      1            2            3            4            5            most satisfied

---

**What, if any, comments do you have regarding the score selected above?**

**(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied      1            2            3            4            5            most satisfied

---

**What, if any, comments do you have regarding the score selected above?**

**(12) Would you contract again with the reference subject for the same or similar goods or services?**

*Please respond by circling the appropriate number on the scale below.*

(13)

least satisfied      1            2            3            4            5            most satisfied

---

**What, if any, comments do you have regarding the score selected above?**

**REFERENCE SIGNATURE:** (by the individual completing this request for reference information)

\_\_\_\_\_ (must be the same as the signature across the envelope seal)

**DATE:** \_\_\_\_\_



## Appendix B: EHN Signature Page

**Description – Insurance Broker Services  
RFP #17-016**

Vendor must meet specifications

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original and seven (7) copies of your proposal. Copies must reflect the original proposal.**

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS\*\*\***

## Appendix C: Deviation Form

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**All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet.**

In the absence of any entry on this Deviation Form, the prospective vendor assures EHN of their full agreement and compliance with the Specifications, General Provisions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. **(Appendix C)**

**THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION**

SPEC#/Section#/Page #	DEVIATION(S)

\_\_\_\_\_  
 Independent Contractor/Firm

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

## Appendix D: HUB Subcontracting Plan

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### HISTORICALLY UNDERUTILIZED BUSINESS

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*(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUB-VENDORS SELECTED FOR WORK ON THE CONTRACT)*

Vendor \_\_\_\_\_ Vendor Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Bid/Proposal Number: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

**Duration of Contract:** \_\_\_\_\_

Name of Subcontractor/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Is the subcontractor a certified HUB? \_\_\_\_ Yes \_\_\_\_ No

If yes, enter the GSC Certificate (VID) number: \_\_\_\_\_

Dollar amount of contract with subcontractor /supplier: \$ \_\_\_\_\_

Percentage amount of contract with subcontractor /supplier: % \_\_\_\_\_

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

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**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER**

## Appendix E: Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>
<p><b>1 Name of person who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p> <p>RFP# 17-016</p>
<p><b>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b></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><b>3 Name of local government officer with whom filer has employment or business relationship.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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 style="padding-left: 40px;"><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 style="padding-left: 40px;"><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 style="padding-left: 40px;"><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>_____ Signature of person doing business with the governmental entity</p>	<p>_____ Date</p>

## Appendix F: Certification Regarding Lobbying

### PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

### PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes  
 No

<b>Name of Provider</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>
<b>Name of Authorized Representative</b>		<b>Title</b>

\_\_\_\_\_  
 Signature – Authorized Representative

\_\_\_\_\_  
 Date

## Appendix G: EHN Appointed Officers and Employees

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RE: RFP #17-016 Insurance Broker Services

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity are required to complete and submit a Conflicts of Interest Questionnaire (CIQ).

In filing out the CIQ Form, the following are EHN appointed officials and employees which will award or recommend the awarding of a contract:

EHN Appointed Officials:

- Robert Jacob Cintron, Chair
- David Stout, Vice-Chair
- David Driscoll, Secretary
- Rick Myer, Ph.D., Trustee
- Kathleen Peyton, Trustee
- Peter M. Thompson, M.D., Trustee
- Joyce Wilson, Trustee

EHN Employees:

- Kristen Daugherty, Chief Executive Officer
- Ashley Sandoval, Associate Chief Executive Officer
- Roxie Samaniego, Chief Financial Officer
- Rene Navarro, Chief Compliance Officer
- Juan Gonzalez- Chief Information Officer
- Diana Billingsley, Purchasing Manager
- Monica Estrada, Controller
- Aide Polanco, AP and Payroll Manager
- Eddie Colclasure, Director of Facilities