



GUADALUPE COUNTY HUMAN RESOURCE DEPARTMENT

Audrey McDougal, Human Resource Director

212 W. Nolte Street, Seguin, Texas 78155
Telephone: 830-303-8862

DATE: April 10, 2018

TO: Employee Benefit Consultants

FROM: Audrey McDougal, Human Resource Director

SUBJECT: Employee Benefits Consulting Services

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks proposals in response to this Request for Proposal (RFP) from qualified and experienced employee benefits consultants (hereinafter referred to as "Consultant" or "Proposer") to advise the County on self-funded and traditional third-party plans for employee health and benefits management and act as its representative as needed with third party providers and other parties.

The Consultant shall evaluate and recommend the most advantageous options for benefit plans or placement of insurance coverage including but not limited to the terms and conditions of coverage, continuity, and cost. In addition, the Consultant must be capable of providing a full range of value-added services, including but not limited to, those outlined in the Scope of Work section.

You are invited to submit proposals for "Request for Proposal (RFP) 18-4030, Employee Benefits Consulting Services for Guadalupe County". Enclosed for your consideration is a Request for Proposal (RFP), with all attachments. To be considered for this engagement, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

Completed proposals must be submitted with an original and five (5) copies to the address listed below **by 2:00 p.m. on Wednesday, May 30, 2018.**

Mailing Address:

Guadalupe County Judge
101 E. Court, Room 319
Seguin, Texas 78155

Proposal must be marked with the following:

RFP 18-4030, Employee Benefits Consulting Services for Guadalupe County
Submittal Deadline: Wednesday, May 30, 2018, 2:00 pm (Central Standard Time)

All questions and correspondence should be directed to Audrey McDougal, Human Resource Director, in writing at the above address or by email at audreym@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions regarding this RFQ, to the County's Representative specified above. **Do not contact members of the Commissioners Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this RFP. Contact with any of these prohibited individuals regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.**

GUADALUPE COUNTY
REQUEST FOR PROPOSALS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES

Disclosure Requirements

Chapter 176 of the Texas Local Government code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers. An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. A list of County officials is located at www.co.guadalupe.tx.us. The disclosure form is included in this packet. Please complete with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

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1. INTRODUCTION

1.1 General Information

Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

With the increase in population, has come the increased need for County services. The number of current active full-time is 550, and is expected to increase as the population increases. The County is self-insured for medical and dental through BlueCross BlueShield of Texas with Texas Association of Counties Health Benefit Pool as the third party administrator.

Employee benefits are administered by the Human Resources Department. The County is as a public employer that strives to provide its employees with a positive work environment and a competitive wage and benefits package to attract and retain quality employees.

1.2 Proposal Information

1.2.1 Inquiries concerning this Request for Proposal (RFP) must be submitted no later than May 8, 2018 at 2:00 p.m. (Central Standard Time). All inquiries should be directed to the Human Resource Director at:

Guadalupe County Human Resources
Attn: Audrey McDougal
101 E. Court
Seguin, Texas 78155
(830) 303-8862
audreym@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the County has received inquiry.

1.2.2 Deadline for Proposals is **Wednesday, May 30, 2018, 2:00 p.m. (Central Standard Time)**

1.2.3 One Original and Five (5) Copies of the Proposal should be returned in a sealed envelope clearly bearing the name and address of the Proposer.

1.2.4 Acceptance - all proposals must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

1.2.5 Late Proposals - will not be considered. Each Proposer shall be solely responsible for ensuring that the County receives the Proposal within the time limit indicated.

1.2.6 Non-appropriation - the County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Proposer written notice of cancellation and the County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.2.7 Costs – Costs related to preparation of a response shall be the responsibility of the Proposer. There is no expressed or implied obligation for Guadalupe County to reimburse Proposers for any expense incurred in preparing a Proposal in response to this RFP and Guadalupe County will not reimburse Proposers for these expenses.

1.2.8 Ownership of Proposal – Each Proposal shall become the property of Guadalupe County upon submittal and will not be returned to Proposers unless received after the submittal deadline.

1.2.9 Right of Rejection - Guadalupe County reserves the right to reject any or all proposals submitted and to waive any informality in proposals received

1.2.10 Clarification or Additional Information Requested - during the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

1.2.11 Right of Retention - Guadalupe County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Guadalupe County and the firm selected.

1.2.12 Award - it is anticipated that Guadalupe County Commissioners Court will award the contract for Employee Benefits Consulting Services on or before July 10, 2018, or as soon thereafter as possible.

1.3 Term of Engagement

The initial term of the contract will be for a period of two years. This contract is renewable at the prices listed on the Addendum “H” - Sealed Cost Proposal, or as negotiated prior to the award of this contract, for two additional two-year periods (a total of six years).

Renew is subject to the bi-annual review and recommendation of the Human Resource Director and County Judge, and the concurrence of Guadalupe County Commissioners Court, and the annual availability of an appropriation.

1.4 General Contract Terms and Conditions

1.4.1 Contract - This proposal, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful offeror and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.

1.4.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon’s Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ). Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas

Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

1.4.3 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

1.4.4 Confidentiality - All information disclosed by Guadalupe County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

1.4.5 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the RFP shall become public property and subject to the Texas Public Information Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the proposal, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

1.4.6 Addenda - Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda with proposal submission.

1.4.7 Change Orders - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.

1.4.8 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

1.4.9 Assignment - The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Guadalupe County Commissioners.

1.4.10 Venue - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Guadalupe County, Texas.

1.4.11 Compliance with Laws – Guadalupe County and successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

1.4.12 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the bid response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

1.4.13 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be returned to Auditor's Office, 307 W. Court, Suite 205, Seguin, Texas, prior to the start of the contract.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.4.14 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. A government may not contract with a company for goods or services unless the contract contains written verification from the company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Bidder must complete form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270 Definitions:

1. "Boycott Israel" has the meaning assigned by Section 808.001.
2. "Company" has the meaning assigned by Section 808.001.
3. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

1.4.15 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. A government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.163. Bidder must complete form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.163.

Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

1.4.16 Minimum Standards for Responsible Prospective Offerors - A prospective offeror must affirmatively demonstrate their responsibility. A prospective offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

Guadalupe County may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

1.4.17 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

Standard Policies Required.

- Professional liability insurance policy
- Commercial general liability insurance - \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
- Automobile liability - \$500,000 combined single limit per accident for bodily injury and property damage;
- Workers compensation insurance policy

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.
- All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the bidder awarded the contract maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

1.4.18 Indemnification - Successful offeror shall defend, indemnify and save harmless Guadalupe County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work or any negligent act or omission or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages

1.4.19 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

- Meet delivery or completion schedules, or
- Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with thirty (30) days written notice prior to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

1.4.20 Performance of Contract - Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

1.4.21 Invoices - The invoices shall show:

- Firm name and address;
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time;

Invoices shall be submitted monthly based upon actual services rendered and performance in accordance with the terms of this proposal.

1.4.22 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

2. NATURE OF SERVICES REQUIRED

2.1 Overview

The selected consultant will be expected to offer ongoing consulting services around the County's employee benefit plans. The County currently offers the following plans:

- Medical Plan
- Prescription Drug Program
- Dental Plan
- Employee Wellness Plan
- Vision Plan
- Life and Accidental Death & Disability (AD&D) Insurance
- Flexible Spending Account
- Dependent Care Spending Account
- Retiree Medical and COBRA Coverage
- Section 125 Compliance / Cafeteria Plan Benefits
- Ancillary Benefits

The County does not currently provide long-term or short-term disability insurance but may consider adding this coverage in the future.

2.2 Qualifications

The County requires a Texas licensed Consultant who is independent and is not directly, or indirectly, affiliated with any health insurance company, third party administrative agency, or provider network. **Firms submitting proposals must be represented by an individual who holds a current Life and Health Counselor's License (LHIC) issued by the Texas Department of Insurance.** A copy of such license shall be provided as part of proposal.

The Consultant must demonstrate that they have the expertise, resources, capability, and experience to provide the materials and services for employers with at least 500 employees. Such qualifications must be fully evident within the proposal and verifiable through a minimum of four (4) references. References must be for similar work performed during the past five (5) years of which two (2) references must be from Texas public sector clients of similar size.

2.3 Objective

The objective of this RFP is to hire a qualified Life and Health Insurance Counselor (LHIC) to give advice, counsel, make recommendations and provide information in respect to the terms, conditions, benefits, coverage or premium of any insurance policy or contract with respect to the expediency or advisability of altering, changing, exchanging, converting, replacing, surrendering, continuing or rejecting any such policy, plan, or of accepting or procuring any such insurance policy, contract, or plan from any insurer or issuer of a benefit plan.

2.4 Fee Structure and Compensation Disclosure

This contract is a consulting contract and is "fee" based and must be contractually transparent. The contracted Entity "consultant" shall not accept any commissions, overrides, or any other forms of

compensation from any vendor contracted by the County, directly or tethered in any way to the consultant, under the RFP contracted, scope of work.

The County will hold "all" authority in requesting full disclosure from contracted vendors, of any "commissions/overrides" consultant compensation payable for services rendered under the scope of work described in this RFP.

2.5 Scope of Work to be Performed

Guadalupe County is seeking qualified professionals to provide employee benefits and insurance consulting services as it pertains to Employee Benefits and Advisory Services for insurance and/or related services as warranted.

Potential consultant is to perform services related to the design, procurement process and overall administration of medical, dental, life, disability, compliance, voluntary benefits and other optional benefit related services that may be available from potential proposers.

The scope of procurement is to establish a professional services contract with a qualified consultant to provide a full range of consulting services related to claims analysis, benchmarking, budget projection, plan design, implementation, maintenance, communication, and strategic improvements of all benefits programs.

The scope of work for these services is fluid and subject to addition based on the ever-changing health care and benefits environment. The services listed below are considered essential (not all-inclusive) services to be performed by the Consultant.

Ongoing Consulting

- Provide "leading edge" information to the County regarding regional and national trends, labor market conditions, claims cost trends, alternative delivery systems, legal requirements, and innovative ideas in benefit plan design and administration with implication and cost benefit analysis.
- Develop an overall strategy to identify goals, analyze program cost and risk management strategies, and funding arrangements in the following areas that impact benefits to attain the highest level of efficiency, cost savings, and employee satisfaction.
- Review and evaluate current scope of benefits package (e.g. types and levels of coverage), with evaluation of existing benefits and recommendations for updates, new products, programs and services to ensure a competitive benefits plan.
- Provide data on current and proposed local, state and federal legislation and regulations, interpretive guidance and ensure regulatory compliance.
- Review and report on plan performance benchmarks with comparisons to the local area and industry studies.
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures.
- Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements.
- Provide general information, guidance, and review compliance with FMLA, ADA, ACA, USERRA, COBRA, HIPAA, Medicare Part D, and other regulatory compliance and reporting that affects the administration of plan benefits and all related plan documents.
- Research and advise Guadalupe County on any new developments in relevant law and employee benefit programs on an ongoing basis and ensuring the county remains in compliance with these new laws.
- Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulations and programs as they relate to plan documents or contracts.

- Review, coordinate and implement County agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction

Plan Analysis and Evaluation

- Review and make recommendations regarding (1) existing health benefit plan and programs, (2) modifications to the existing plan design, cost (rates), and cost shares, and (3) potential benefit plan options.
- Review and analyze claims experience data, claims service, efficiency and accuracy of claims administration to ensure that the County is receiving optimum service and benefits from all carriers and vendors.
- Annually review insurance carriers contracts and third party administrators contract to assure the most cost effective provider utilization.
- Review specific stop loss limits.
- Review plan documents for content and legal requirements to ensure compliance
- Review and evaluate claims history for benefit programs currently in place and provide an analysis of current provider networks and possible options.
- Work with County to develop funding and contribution strategies
- Advise County regarding “gaps” in coverage and/or inadequate coverage.

Annual Plan Renewal Process, Analysis & Negotiations

- Represent Guadalupe County in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions
- Conduct annual renewals and negotiations for health and benefit plans, as needed.
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with County
- Provide renewal alternatives with cost impact of benefit plan changes

Formal Bid / Proposal Process (Projected Year - 2019)

It is the Count’s intent in 2019 to go out for formal bid/proposal for a (5) year term.

- Prepare all documents for bid/request for proposals documents for insurance services of employee benefit programs including but not limited to contracted self-funded employer group health and benefits and fully insured ancillary benefits (health, dental, prescription, vision, life, disability, etc.)
- Provide a sample initial and second publication posting required by the Texas Local Government Code and insure that all bids and/or proposals solicitations comply with the procurement requirement in the Texas Local Government Code.
- Provide a sample letter to current carriers/administrators to release data and prepare HIPPA business associate agreement(s) and other documents necessary under HIPPA Privacy Rule to allow access by the County and their designees to access, uses and disclose (PHI).
- Prepare and distribute Addendum to all participants of the bid/proposals process for:
 - Any questions and clarifications of the bid/proposal specifications
 - Additional information requests
- Secure from all proposers confirmation of their proposals
- Collect, organize, and analyze the data into a format conducive to receiving responses for inclusion in the analysis of the bids/ proposals.
- Evaluate eligibility, cost sharing and benefits structure and network savings.
- Evaluate cost containment alternatives to help control current and future plan costs in conjunction with the rate review.
- Conduct contract negotiations with benefit plan providers on matters including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost

- procedures, in-patient data, etc.
- Analysis of bids / proposals:
 - Prepare a spreadsheet analysis of bids/proposals received so that a comparison can be made.
 - Prepare a narrative, with recommendations, discussing the bids/proposals and various options under consideration
- Notify all bidders of County's decision
- If necessary, develop and monitor a transition plan to a new carrier or administrator so that there is no disruption of employee benefits
- Review insurance policies and/or administrative service agreements to verify that they are consistent with bid response
- Review employee benefit administration procedures and if necessary make recommendations to provide for efficient administration with new carriers or administrators
- Coordinate between new carrier and/or administrators and the County, enrollment of employee benefit programs,
- Assist in the development of materials to communicate to employees any benefit changes;
- Prepare solicitation, evaluate and make recommendations on the providers of voluntary insurance products such as cancer, dental, life insurance, etc.

Reporting

- Meet with and provide reports to Human Resource Director as it relates to plan performance, updates and other information pertinent to their benefits offering.
- Make regular reports and presentations the Commissioners Court.
- Create employee contribution modeling reports
- Annual Financial Reports (End of Year Accounting)
 - Executive summary of program expenses
 - Claims information (Percent of benefit dollars paid by employee, claims by size, benefits paid by type of service, Physician visit details, etc.)
 - Comparison on current costs to renewal costs, plan funding to budget comparison, fixed expense comparison, and future plan cost projections
 - Incurred but not reported (IBNR) claims analysis,
 - Overview of specific stop-loss projections

Wellness and Population Health

- Assist the County in designing targeted and measurable wellness initiatives that increase engagement and produce a return on investment.
- Provide innovative and practical solutions to assist the County in creating a culture of health and consumerism.
- Work with vendor partners to provide resources and funding of wellness programs

3. DESCRIPTION OF THE GOVERNMENT

3.1 Background Information

The County is organized into approximately 35 departments which includes officials elected by district, county-wide, and precinct, as well as department heads who are appointed by the County Judge, Commissioners Court, or other boards. Annual wages, for approximately 550 employees, exceed \$30 million payroll annually. The County's fiscal year begins on October 1, and ends on September 30.

County services include, but are not limited to, the operation of the district, county and justices of the peace judicial systems, voting operations for national, state and most local elections, maintenance on and construction of county owned roads and bridges, recording functions relating to property rights and vital statistics, operation of law enforcement agencies (sheriff and constables), operation of the county jail, property tax collections for multiple agencies and general governmental administration.

3.2 Predecessor Consultants

Gallagher Benefits has provided employee benefit services for the County and the County has been very satisfied with their performance. The current consultant has been invited to bid.

The fees for the past year was \$42,000; which was all-inclusive and included all costs including travel and consulting services. On years when the County requests formal bids or proposals for health and other benefits, the contract amount increased to \$50,000.

4. TIME REQUIREMENTS

4.1 Proposal Calendar

The following anticipated dates are for planning purposes only. These dates are subject to change and are provide as a reference, so that Proposers are aware of the scheduling constraints associated with this proposal.

| | |
|--|---|
| Request for proposal issued | April 10, 2018 |
| Due date for inquiries | May 8, 2018, 2:00 p.m. (Central Standard Time) |
| Due date for proposals | May 30, 2018. 2:00 p.m. (Central Standard Time) |
| Presentations/Interviews | June 19-21, 2018 |
| Commissioners Court selection proposal | July 10, 2018 |
| Selected firm notified | July 10, 2018 |

5. PROPOSAL REQUIREMENTS

5.1 General Requirements

5.1.1 Submission of Proposals

The following material is required to be received by 2:00 p.m. (Central Standard Time) on Wednesday May 30, 2018, for a proposing firm to be considered:

A. A master copy (so marked) of Proposal and five (5) copies to include the following:

- 1) TITLE PAGE - Title page showing the request for proposals subject, the firm's name and the date of the proposal.
- 2) TABLE OF CONTENTS – Table should include an index of the proposal contents and attachments with page numbers.
- 3) TRANSMITTAL LETTER - A signed letter of transmittal should contain the responding firm's name, office address and contact persons authorized to answer technical, price, and/or contract related questions.
- 4) EXECUTIVE SUMMARY – A summary, which shall highlight the key strengths of the proposal and identify the points that make your firm uniquely qualified for this engagement and provides a summation of the proposal.
- 5) DETAILED PROPOSAL - The detailed proposal should follow the order set forth in Section 5.2 of this request for proposals.
- 6) Executed copies of the Appendixes A-G attached to this request for proposal.

- B. The Proposer shall submit one (1) original of Appendix H – Sealed Dollar Cost Fee Proposal a dollar cost bid in a **separate sealed envelope marked on the outside as follows:**

**“SEALED COST PROPOSAL
FOR EMPLOYEE BENEFITS CONSULTING SERVICES
FOR _____(enter firm name)_____”**

- C. Proposers should send the completed proposal to the following address:

Mailing Address: Guadalupe County Judge
101 E. Court, Room 319
Seguin, Texas 78155

Marked on outside left corner:
Employee Benefits Consulting RFP No. 18-4030

5.2 Detailed Proposal

5.2.1 Introduction

- A. A brief history and description of the firm including ownership/organizational structure and number of employees.
- B. Narrative of the firm's experience in providing employee benefits consulting services on issues similar to those described in the scope of work to public sector employers of a comparably sized public sector entity.
- C. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described or which you feel would distinguish your firm from other firms submitting proposals.

5.2.2 Personnel

- A. Identify members of your staff that would be assigned to this contract. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. *Limit to one (1) page per staff member*
- B. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the Firm's proposal is selected.
- C. Describe who would be working directly with the County and their roles of each person on the various aspects of the scope of work described above and their availability to travel to the County.
- D. Attach the Life and Health Counselor's (LHIC) License for the above referenced individuals, as applicable.

5.2.3 Description of Consultant Services

- A. Describe all services your firm will offer the County.
- B. Describe how your firm would handle the review, selection, and recommendation of insurance carriers, third party administrator and reinsurance providers to process the self-funded insurance program; and other service providers for the County

5.2.4 Respondent Questionnaire

Please complete Respondent Questionnaire [Appendix A.]

5.2.5 References

Please provide a minimum of three (3) references of public sector or similar clients that are of comparable size and scope to the County. For each of these include: name, address, and phone

number for contact person familiar with the services you provide or have provided, and state the length of time the reference has been associated with your organization.

5.2.6 Compensation and Fee Structure

- A. Fee structure must be an ***annual fixed rate contract inclusive of all travel costs to be billed on a monthly basis.***
- B. Actual fee proposal is to be submitted in a separate seal envelope and marked as “Sealed Fee Proposal” in accordance with Section 5.1.1.
- C. Proposal submitted must be a “fee” based contract (see Section 2.4)

6. Overview of Current Insurance Programs

- 6.1** Plan documents listed in **Appendix I – Benefit Plan Summary** are provided as Consultant information only. This is a general overview of County current employee benefit program. This information is to be used in the preparation of your proposal only.

6.2 Summary of Plan

This information is provided as an overview of the plan features and complexities to aid in developing your proposal.

- Active and Retiree Medical & Prescription Drug Plans
 - Plan provisions are the same for active, retirees, and COBRA participants
- Employee Wellness Plan
 - The County provides a wellness plan for its employees with biometric screenings, subsidized gym memberships and other programs.
- Dental
 - Plan provisions are the same for active, retirees, and COBRA participants
- Vision
- Life and Accidental Death & Disability (AD&D) Insurance.
 - All employees receive life and AD&D insurance

Note: Currently the County does not provide Short Term Disability (STD) and Long-Term Disability (LTD) to employees, but is considering this as a future benefit.

- Flexible Spending & Dependent Care Accounts. The County provides a flexible spending and dependent care accounts to employees.
- Section 125 products provided through Aflac and Colonial

7. Evaluation Procedures

7.1 Evaluation Standards

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine the overall responsiveness and qualification under the RFP.

7.2 Additional Information

The County reserves the right to request additional information or clarifications from respondents or to allow corrections of errors or omissions.

7.3 Evaluation Criteria

- 7.3.1 Proposals will be evaluated using three (3) sets of criteria:
- A. Mandatory Elements;
 - B. Qualifications; and

C. Cost.

7.3.2 Mandatory Elements

- A. Licensed Health Insurance Counselor (LHIC)
- B. Completed all components of proposal

7.3.3 Qualifications: (Maximum Points – 75 Points)

- A. Expertise and Experience (Maximum Points - 40 Points)
- B. Consulting Approach (Maximum Points - 35 Points)

7.3.4 Cost (Maximum Points - 25 Points)

8. EVALUATION PROCEDURES

8.1 Preliminary Evaluation and Selection

Based on a review of the proposals, the County may select a short list of candidates who will be asked to make a presentation, to be arranged at a mutually convenient time June 19-21, 2018 at the County Courthouse, located at 101 E. Court, Seguin, Texas.

This presentation is to give the County the opportunity to introduce the firm and individuals who would be assigned to Guadalupe County and for the County to ask or address any additional questions.

The County will not be liable for any cost incurred by the proposer in connection with presentations (i.e. travel accommodations, etc.).

8.2 Negotiations

Based on the review, proposals may be further evaluated or negotiated through vendor presentations and discussion regarding their proposals. Discussions may cover cost, methods, services and all other relevant factors. Guadalupe County reserves the right to request best and final offers.

8.3 Final Selection

Proposals are subject to re-evaluation and scoring as a result of best and final offers. Guadalupe County Commissioners Court will select a firm based upon the recommendation of the Selection Committee; however, the County Commissioners Court may select a firm other than the one recommended.

It is anticipated that a firm will be selected by July 10, 2018. Following notification of the firm selected, it is expected a contract will be executed between both parties with an effective date beginning August 1, 2018.

8.4 Right to Reject Proposals

Guadalupe County reserves the right without prejudice to reject any or all proposals.

RESPONDENT QUESTIONNAIRE

Potential Respondents must provide the following information:

- 1) List the types of clients and size of their organization to which your firm typically provides employee benefit program consulting expertise. Please include how many government entities your organization represents?
- 2) Please confirm your organization is not affiliated with any insurance company, third party administrative agency, or provider network.
- 3) Have any of the principals, or the firm, ever been named in a lawsuit dealing with health and welfare consulting? If so, please provide the details and outcome of these lawsuits.
- 4) Outline ability and the resources (e.g. actuaries, economic forecasting) available to establish trends and recommendations in plan design.
- 5) Describe ability to provide actuarial services and resources available.
- 6) Describe any cost saving programs you have implemented for similar sized employers in the past five (5) years.
- 7) Describe process for handling large claim reviews and audits? Provide an example of a large claim review/audit result.
- 8) Describe how the respondent will assist, notify, and train Human Resources Department of changes to Section 125 regulations, COBRA, HIPAA and/or other regulations regarding employee benefit plans.
- 9) Describe the process your service team uses to review plan documents, contracts, summary plan descriptions and other legal agreements prior to submission to your clients for execution.
- 10) Detail ability to monitor and research regulatory and legislative developments at both the state and federal level, and how this will be communicated.
- 11) Describe your firm's marketplace leverage in negotiating with carriers in regards to rates, policy terms, and plan design.
- 12) Does your firm provide assistance with claims auditing with third party administer?
- 13) Does your firm provide assistance and direction with the development of alternative employee benefit programs, such as wellness programs, etc.?
- 14) Does your firm provide any of the following wellness tools? If so, describe how and if there is an additional charge associated and if the tool is supported in house or outsourced.
 - a) Health Risk Assessment
 - b) Biometric Screenings
 - c) Technology Coaching
 - d) Live seminars
 - e) Webinars
 - f) Wellness newsletter
 - g) Tracking tools

- 15) Describe the wellness initiatives respondent has implemented for other agencies, companies, (etc.) and what success you have seen from these new programs.
- 16) Confirm your firm carries Professional Liability Insurance, Errors and Omission coverage and limits of coverage, General Liability, Workers Compensation, and Auto Liability. Provide evidence that all applicable insurance coverage's and licenses are currently carried.

APPENDIX B

PROPOSER GUARANTEES SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package.

The undersigned agrees this proposal becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this RFP will be ninety (90) calendar days unless a different period is noted by the Respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other respondent, nor any employee of Guadalupe County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Guadalupe County prior to the official bid opening.

By signing this Proposer guarantees, I do hereby declare that I have read the Request for Proposal on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

Failure to sign and return this form could result in rejection of the entire proposal.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date Signed: _____

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this bid, the undersigned certifies that:

1. Neither the bidder nor any of bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any bidder, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between bid submission date and award by Guadalupe County.
3. No officer or stockholder of the bidder is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

INDEMNITY AGREEMENT

The company agrees to and shall indemnify, hold harmless and defend the county, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the company pursuant to this proposal, the conduct or management of the company's activities, or from any act or omission by the company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the company.

It is the expressed intention of the parties hereto, both the company and the county, that the indemnity provided for in this paragraph is indemnity by the company to indemnify and protect the county from the consequences of the company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the county for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|---|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;">Date Received</div> | |
| <p>1 Name of vendor 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. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p> | | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-top: 20px;"> _____ Date </p> | | |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

APPENDIX F

SWORN VERIFICATION OF STATEMENT REGARDING:

ISRAEL BOYCOTT

AND

**PROHIBITION ON CONTRACTING WITH A COMPANY
DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this bid. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

APPENDIX G

W-9 REQUEST FOR TAXPAYER IDENTIFICATION

| | | |
|---|--|---|
| Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

| | |
|--|--|
| Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | |
| Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div> | or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div> |

| | |
|---|--|
| Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. | |
| Sign Here | Signature of U.S. person ▶ _____ <div style="text-align: right;">Date ▶ _____</div> |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

APPENDIX H

SEALED COST PROPOSAL

NAME OF FIRM: _____


| PERIOD | COST PER YEAR |
|--------|---------------|
| Year 1 | \$ |
| Year 2 | \$ |
| Year 3 | \$ |
| Year 4 | \$ |
| Year 5 | \$ |
| Year 6 | \$ |

APPENDIX I

BENEFIT PLAN SUMMARY

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
TAC HEBP: Guadalupe County, Med Plan 1200-CNGS_Rx Plan 5A-CNG

Coverage Period: 1/1/2018-12/31/2018
Coverage for: Individual/Family | **Plan Type:** PPO

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbstx.com or by calling 1-800-521-2227. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.

| Important Questions | Answers | Why This Matters: |
|--|---|--|
| What is the overall deductible? | For In-Network: \$1,000 Individual / \$3,000 Family For Out-of-Network: \$3,000 Individual / \$9,000 Family | Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . |
| Are there services covered before you meet your deductible? | Yes. Services that charge a <u>copay</u> , <u>prescription drugs</u> , and <u>In-Network</u> preventive care, <u>diagnostic tests</u> , <u>home health</u> , <u>skilled nursing</u> , and <u>hospice</u> are covered before you meet your <u>deductible</u> . | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other deductibles for specific services? | No. | You don't have to meet <u>deductibles</u> for specific services. |
| What is the out-of-pocket limit for this plan? | For In-Network: \$4,000 Individual / \$9,000 Family For Out-of-Network: \$6,000 Individual / \$18,000 Family | The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. |
| What is not included in the out-of-pocket limit? | <u>Deductibles</u> , <u>premiums</u> , <u>preauthorization</u> penalties, <u>balanced-billed</u> charges, and health care this <u>plan</u> doesn't cover. | Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> . |
| Will you pay less if you use a network provider? | Yes. See www.bcbstx.com or call 1-800-810-2583 for a list of In-Network providers. | This <u>plan</u> uses a <u>provider</u> network. You will pay less if you use a <u>provider</u> in the <u>plan's</u> network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. |
| Do you need a referral to see a specialist? | No. | You can see the <u>specialist</u> you choose without a <u>referral</u> . |

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BENEFIT PLAN SUMMARY, Cont. BENEFIT PLAN SUMMARY, Cont.

| ! All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. | | | | |
|---|--|---|---|---|
| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
| | | In-Network (You will pay the least) | Out-of-Network (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$35 copay /visit; deductible does not apply | 30% coinsurance | None |
| | Specialist visit | \$50 copay /visit; deductible does not apply | 30% coinsurance | |
| | Preventive care/screening/immunization | No Charge; deductible does not apply | 30% coinsurance | You may have to pay for services that aren't preventive . Ask your provider if the services needed are preventive . Then check what your plan will pay for. No Charge for child immunizations Out-of-Network through the 6th birthday. |
| If you have a test | Diagnostic test (x-ray, blood work) | No Charge; deductible does not apply | 30% coinsurance | Office visit copay may apply. |
| | Imaging (CT/PET scans, MRIs) | 20% coinsurance | 40% coinsurance | None |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com | Generic drugs | Retail: \$15 copay / prescription Mail: \$30 copay / prescription; deductible does not apply | Total Cost of prescription | Retail: one copay per 30 day supply Mail: two copays up to 90 day supply. Brand copays apply when no generic is available, or prescription states Dispense as Written-DAW. Members choosing brand when generic is available and Dispense as Written-DAW is not indicated, pay brand copay plus brand/generic cost difference. Specialty drug prescriptions must be filled through CVS Caremark Specialty Pharmacy. One copay per 30 day supply. |
| | Preferred brand drugs | Retail: \$45 copay / prescription Mail: \$70 copay / prescription; deductible does not apply | Total Cost of prescription | |
| | Non-preferred brand drugs | Retail: \$70 copay / prescription Mail: \$140 copay / prescription; deductible does not apply | Total Cost of prescription | |
| | Specialty drugs | \$45/\$70 copay / prescription; deductible does not apply | Total Cost of prescription | |

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BENEFIT PLAN SUMMARY, Cont.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|--|--|---|---|
| | | In-Network (You will pay the least) | Out-of-Network (You will pay the most) | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| | Physician/surgeon fees | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | |
| If you need immediate medical attention | <u>Emergency room care</u> | 20% <u>coinsurance</u> after \$200 <u>copay</u> /visit | 20% <u>coinsurance</u> after \$200 <u>copay</u> /visit | <u>Copay</u> waived if admitted. |
| | <u>Emergency medical transportation</u> | 20% <u>coinsurance</u> | 20% <u>coinsurance</u> | None |
| | <u>Urgent care</u> | \$35/\$50 <u>copay</u> /initial visit; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | |
| | | | | |
| If you have a hospital stay | Facility fee (e.g., hospital room) | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | All services must be preauthorized; \$250 penalty applies <u>Out-of-Network</u> for failure to preauthorize. |
| | Physician/surgeon fees | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services | \$35/\$50 <u>copay</u> /office visit; <u>deductible</u> does not apply 20% <u>coinsurance</u> for other outpatient services | 30% <u>coinsurance</u> office visit 40% <u>coinsurance</u> for other outpatient services | Limited to 30 visits per <u>plan</u> year. Substance abuse treatment limited to 3 series per lifetime. Certain services must be preauthorized; refer to benefit booklet for details. |
| | Inpatient services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | Limited to 30 days per <u>plan</u> year. Substance abuse treatment limited to 3 series per lifetime. All services must be preauthorized; \$250 penalty applies <u>Out-of-Network</u> for failure to preauthorize. |

BENEFIT PLAN SUMMARY, Cont.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|---|---|---|---|
| | | In-Network (You will pay the least) | Out-of-Network (You will pay the most) | |
| If you are pregnant | Office visits | \$35/\$50 <u>copay</u> /initial visit; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | 20% <u>coinsurance</u> applies after initial visit <u>In-Network</u> . <u>Cost sharing</u> does not apply for <u>preventive</u> services. |
| | Childbirth/delivery professional services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) |
| | Childbirth/delivery facility services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | All services must be preauthorized; \$250 penalty applies <u>Out-of-Network</u> for failure to preauthorize. |
| If you need help recovering or have other special health needs | <u>Home health care</u> | No Charge; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | Limited to 60 visits per <u>plan</u> year. All services must be preauthorized. |
| | <u>Rehabilitation services</u> | \$35/\$50 <u>copay</u> /visit; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | None |
| | <u>Habilitation services</u> | \$35/\$50 <u>copay</u> /visit; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | |
| | <u>Skilled nursing care</u> | No Charge; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | Limited to 25 days per <u>plan</u> year. All services must be preauthorized. |
| | <u>Durable medical equipment</u> | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| | <u>Hospice services</u> | No Charge; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | All services must be preauthorized. |
| If your child needs dental or eye care | Children's eye exam | No Charge; <u>deductible</u> does not apply | 30% <u>coinsurance</u> | None |
| | Children's glasses | Not Covered | Not Covered | |
| | Children's dental check-up | Not Covered | Not Covered | |

BENEFIT PLAN SUMMARY, Cont.

Excluded Services & Other Covered Services:

| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) | | |
|--|---|---|
| <ul style="list-style-type: none">• Acupuncture• Bariatric surgery• Cosmetic surgery• Dental Care (Adult) | <ul style="list-style-type: none">• Hearing aids• Infertility treatment• Long-term care | <ul style="list-style-type: none">• Private-duty nursing• Routine foot care• Weight loss programs |
| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document) | | |
| <ul style="list-style-type: none">• Chiropractic care | <ul style="list-style-type: none">• Non-emergency care when traveling outside the U.S. | <ul style="list-style-type: none">• Routine eye care (Adult) |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-521-2227, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Texas at 1-800-521-2227 or visit www.bcbstx.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Contact the Texas Department of Insurance at 1-800-252-3439 or visit www.texashealthoptions.com.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

BENEFIT PLAN SUMMARY, Cont.

Language Access Services:

Spanish (Español): Spanish (Español): Para obtener asistencia en Español, llame al 1-800-521-2227 .

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-521-2227 .

Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-521-2227 .

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-521-2227 .

—————To see examples of how this plan might cover costs for a sample medical situation, see the next section.—————

BENEFIT PLAN SUMMARY, Cont.

About These Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

| Peg is Having a baby (9 months of in-network pre-natal care and a hospital delivery) | | Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition) | | Mia's Simple Fracture (in-network emergency room visit and follow up care) | |
|--|-----------------|--|----------------|--|----------------|
| ■ The plan's overall deductible | \$1,000 | ■ The plan's overall deductible | \$1,000 | ■ The plan's overall deductible | \$1,000 |
| ■ Specialist copayment | \$40 | ■ Specialist copayment | \$40 | ■ Specialist copayment | \$40 |
| ■ Hospital (facility) coinsurance | 20% | ■ Hospital (facility) coinsurance | 20% | ■ Hospital (facility) coinsurance | 20% |
| ■ Other coinsurance | 20% | ■ Other coinsurance | 20% | ■ Other coinsurance | 20% |
| This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>) | | This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>) | | This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>) | |
| Total Example Cost | \$12,800 | Total Example Cost | \$7,400 | Total Example Cost | \$1,900 |
| In this example, Peg would pay: | | In this example, Joe would pay: | | In this example, Mia would pay: | |
| <i>Cost Sharing</i> | | <i>Cost Sharing</i> | | <i>Cost Sharing</i> | |
| Deductibles | \$1,000 | Deductibles | \$1,000 | Deductibles | \$900 |
| Copayments | \$30 | Copayments | \$1,300 | Copayments | \$1,000 |
| Coinsurance | \$2,000 | Coinsurance | \$100 | Coinsurance | \$0 |
| <i>What isn't covered</i> | | <i>What isn't covered</i> | | <i>What isn't covered</i> | |
| Limits or exclusions | \$60 | Limits or exclusions | \$60 | Limits or exclusions | \$0 |
| The total Peg would pay is | \$3,090 | The total Joe would pay is | \$2,460 | The total Mia would pay is | \$1,900 |

The plan would be responsible for the other costs of these EXAMPLE covered services.

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BIDDER'S HELPFUL CHECKLIST

Check off each of the following as the necessary action is completed.

- ☐ The prices have been checked.
- ☐ The PROPOSER GUARANTEES FORM has been completed, signed, dated and included in your bid package. (Page 20).
- ☐ The AFFIDAVIT OF NON-COLLUSION signed and included in your bid package. (Page 21)
- ☐ The INDEMNITY AGREEMENT signed and included in your bid package. (Page 22)
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE (Page 23) has been completed, signed, dated and included in your bid package.
- ☐ The SWORN VERIFICATION OF STATEMENTS signed and dated and included in your bid package. (Page 25)
- ☐ The IRS FORM W-9 REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION (Page 26) has been completed, signed, dated and included in your bid package.
- ☐ The mailing envelope has been addressed to:

County Judge Kyle Kutscher
Guadalupe County Courthouse
101 East Court Street, Room 319
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and five (5) copies.
- ☐ The mailing envelope has been sealed and marked on outside left corner:
 - Bid or proposal number
 - Name of the bid or proposal
 - Opening date

**GUADALUPE COUNTY WISHES TO THANK
ALL VENDORS FOR THEIR PARTICIPATION.**