



**REQUEST FOR PROPOSAL (RFP) #19-2020  
SELF-FUNDED MEDICAL AND DENTAL ASO, PBM, FULLY INSURED LIFE/AD&D,  
SHORT TERM AND LONG TERM DISABILITY PLANS  
GUADALUPE COUNTY  
June 25, 2019**

**PROPOSALS DUE: July 31, 2019 at 2:00PM CST.**

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks competitive sealed proposals in response to this Request for Proposal (RFP) #19-2020 for Self-Funded Medical and Dental ASO, PBM, Fully Insured Life/AD&D, Short Term and Long Term Disability Plans.

Competitive sealed proposals must be submitted with **one (1) original, one (1) copy, and one electronic copy of the entire proposal on a flash drive.**

**IMPORTANT DATES:**

**PROPOSAL DUE DATE and TIME: Proposals are due by 2:00 p.m. on July 31, 2019.**

Proposals must be delivered by mail, express mail (UPS/FX), or in person to:

**Mailing Address:**

Purchasing Agent - Guadalupe County  
212 West Nolte Street  
Seguin, Texas 78155

**All proposals must be in a sealed envelope clearly marked with proposal name, proposal number, and opening date in the lower left-hand corner of the envelope.**

All questions and correspondence must be directed to the Purchasing Agent – Guadalupe County and submitted in writing by email to [purchasing@co.guadalupe.tx.us](mailto:purchasing@co.guadalupe.tx.us).

**Respondents shall restrict all contact with the County and direct all questions regarding this RFP, to the County's Purchasing Agent. 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.**

Enclosed for your consideration is the RFP with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

**Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the contract and shall be considered void and unacceptable in accordance with state law.

Guadalupe County is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. If your response to this RFP is a "No Bid" response, submit a "Statement of No Bid" stating your reason and any requirement of this RFP which may have influenced your decision.

Any interpretation of the RFP will be made only by RFP Amendment duly issued by the Purchasing Office. Guadalupe County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda shall be submitted to all known Bidders/Offerors and shall be posted on the Guadalupe County Purchasing Website at:

<http://www.co.guadalupe.tx.us/purchasing/bids.php>.

Guadalupe County shall not be responsible for failed internet connections or power interruptions.

Guadalupe County is not requesting the services of an agent or broker. Gallagher Benefits Services (GBS) will be named as Consultant and Agent of Record on all contract applications. All proposals must be submitted directly by the Proposer to the County.

The County reserves the right to waive all formalities, to be sole judge of quality and suitability and may reject any or all proposal.

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## I. INTRODUCTION and General Contract Terms and Conditions

### 1.1 General Information

**1.1.1 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.

**1.1.2 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.

**1.1.3 Inquiries/Questions** concerning this Request for Proposal (RFP) must be submitted in writing via email no later than **Wednesday, July 17, 2019 at 2:00 p.m. (Central Standard Time)**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County  
212 West Nolte Street  
Seguin, Texas 78155  
[purchasing@co.guadalupe.tx.us](mailto:purchasing@co.guadalupe.tx.us)

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

**1.1.4 Deadline** for submitting Proposals is Friday, July 31, 2019, 2:00 p.m. (CST). NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of Proposals. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

**1.1.5 Submittals:** One original (1), one (1) copy and one (1) electronic copy of the entire PROPOSAL on a flash drive must be submitted in a sealed envelope clearly labeled with the Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

**1.1.6 Acceptance** - All RFP's must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

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

**1.1.8 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).

**1.1.9 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.

**1.1.10 Ownership of Proposal** – Each Proposal shall become the property of Guadalupe County upon submittal and will not be returned to Proposers.

**1.1.11 Right of Rejection** - Guadalupe County reserves the right to reject any or all Proposals and to waive any informality in Proposals received.

**1.1.12 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 a Proposal may be requested to make oral presentations as part of the evaluation process.

**1.1.13 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, provided that the information was not marked as "Proprietary and or (Confidential)". Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between Guadalupe County and the firm selected.

**1.1.14 Award** - it is anticipated that Guadalupe County Commissioners Court will award the contract for the RFP #19-2020 SF Medical and Dental ASO, PBM, FI Life/AD&D, Short Term Disability and Long Term Disability on or before September 30, 2019, or as soon thereafter as possible.

The County may enter into a five (5) year contract with proposer. This contract shall become effective January 1, 2020. All terms and conditions must be firm based upon final disclosure and negotiations leading up to the Anniversary date of January 1, 2020. Submission of the Group Application will define this date. It shall remain in full force and effected with firm fixed prices for a period of twelve (12) months beginning January 1, 2020. The County shall have the option of renewing this contract for a maximum of four (4) additional one (1) year terms to be awarded one (1) year at a time, subject to approval of funding and review of the service provided by the Proposer and if it is determined to be in the best interest of the County and mutual agreement can be reached. Consideration of Contract renewals is contingent upon the next year's contract pricing being received by the County at least four (4) months prior to the expiration of the current contract. Upon expiration of the initial coverage term, the County reserves the right to renew coverage for up to four (4) additional coverage terms with mutual consent of the vendor. The County will exercise a renewal option if the terms of the renewal offer represent a satisfactory value as determined solely by the County. Factors other than premium or contract price will be considered when evaluating annual renewal options.

This Agreement is subject to the appropriation of funds by the County in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of the County in any fiscal year for which this Agreement is in effect shall constitute a current expense of the County for that fiscal year only, and shall not constitute an indebtedness of the County beyond that fiscal year. In the event of no appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

## **1.2 General Contract Terms and Conditions**

The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and \_\_\_\_\_ (hereinafter referred to as "Vendor," "Offeror,"), hereby agree upon the following terms and conditions.

**1.2.1 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.

**1.2.2 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.

**1.2.3 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.

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

**1.2.5 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.

**1.2.6 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.*

**1.2.7 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. **(Form is in the Workbook)**

**1.2.8 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.

**1.2.9 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.

**1.2.10 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.

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

**1.2.12 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 as specified.

**1.2.13 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 Proposal 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>.

1.2.13.1. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

**1.2.14 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 submitted to the County as part of your proposal. Information regarding how to complete the online form is available at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**1.2.15 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel (Attachment E):**

During the 85<sup>th</sup> Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a 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. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, 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.

**1.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization (Attachment E):**

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states 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 2252.153. Proposer must complete the 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 2252.001.

**1.2.17 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 2252.153.

**1.2.18 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.

**1.2.19 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.

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 Proposer awarded the contract maintain in force such insurance that 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.

**1.2.20. INSURANCE AND LIABILITY: (NOT APPLICABLE FOR RFP #19-2020)**

**1.2.21 Indemnification** - Successful offeror shall defend, indemnify and hold 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.

**1.2.22 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.

**1.2.23 Either party may terminate this contract with one hundred eighty (180) 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: Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

**1.2.24 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.

**1.2.25 Invoices** - The invoices shall show:

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

**1.2.26 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. Payment requests must be submitted in accordance with the contracted payment schedule.

**1.2.27. EVALUATION CRITERIA** - 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. The award of the contract shall be made to the provider whose Proposal is determined to be in the best interest of Guadalupe County, having the best value for the County. The County shall determine the best value as being the best offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with the Texas Local Government Code, Chapter 262.

The selection process will be based on the responses to this RFP, and any interviews/demonstrations required to verify the ability of the Offeror to provide the services/products/software proposed in response to this RFP, along with reference checks.

**Evaluation factors and associated point values are listed below:**

CRITERIA	WEIGHTED VALUE
<b>Extent to Which the Goods and/or Services Meet Needs</b>	
Presentation Quality and Effectiveness to Communicate Their Vision Ability to replicate the scope of services in the RFP Workbook	10
<b>Cost/Value</b>	
Ability to respond to requested funding platforms Ability to replicate the requested benefit plan and services Ability to replicate benefit plans and services Purchase price to include multi-year cost guarantees	30
<b>Quality/Effectiveness of Care Services</b>	
Care Management Disease Management Personal Health Record Innovation- Population Health Management Member Engagement	25
<b>Quality/Effectiveness of Account Management</b>	
Account Management/Service Team Adequate and accurate reporting Collateral member material	15
<b>Expertise</b>	
Public Sector Experience Years in Business Financial Rating	10
<b>Vendor's Past Relationship</b>	
5- Good business relationship in the past, staff recommends use of services again 3 - Good business with no documented issues previously, OR never performed business with client but has appropriate experience 1 - Past performance was documented as being poor	5
<b>Sustainability</b>	
Ability of Vendor to Deliver Innovation and Leadership Now/Future to Position the Plan for Success	5
<b>Total Points</b>	<b>100</b>

### **1.3. SPECIAL PROVISIONS**

1.3.1 Proposals will be opened so as to avoid disclosure of the contents to competing Offerors. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Offeror, Guadalupe County will make reasonable efforts to protect information that qualifies as trade secrets and/or confidential information under the Texas Public Information Act.

1.3.2 NEGOTIATIONS: The Purchasing Agent shall supervise all negotiations. Discussions may be conducted only with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. All Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Offerors may be required to submit additional data during the process of any negotiations. Guadalupe County reserves the right to negotiate the price and any other term with the Offerors. Any oral negotiations must be confirmed in writing prior to award.

1.3.3 DEVIATIONS: Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Offeror requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Offeror in the proposal. If accepted in writing by Guadalupe County, the deviation shall become part of the contract. Guadalupe County reserves the right to modify the requirements of this RFP.

1.3.4 PROTESTS: Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

## **II. BACKGROUND**

### **2.1 Background.**

### **2.2 Scope of Work.**

**Request for Proposal #19-2020 Self-Funded Medical and Dental ASO, PBM (RX), Fully Insured Life/AD&D, Short Term and Long Term Disability Plans. Term – initial one (1) year effective January 1 and renew one year (1) at a time for 5 consecutive years.**

### **2.3. TIME REQUIREMENTS - See Procurement Schedule below**

#### **2.3.1 TENTATIVE SCHEDULE OF EVENTS**

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

<b><u>Events</u></b>	<b><u>Target Dates</u></b>
<b>A. Release of Request for Proposals</b>	<b>June 25, 2019</b>
<b>B. Final date for vendor questions</b>	<b>July 17, 2019</b>
<b>C. Proposal due date</b>	<b>July 31, 2019</b>
<b>D. Staff reviews of proposals</b>	<b>August 15, 2019</b>
<b>E. Best And Final Offer from carriers</b>	<b>August 22, 2019</b>
<b>F. Finalist Presentation</b>	<b>August 28, 2019</b>
<b>G. Commissioner's Court</b>	<b>September 10, 2019</b>

### **III.SPECIFICATIONS**

**3.1 Proposal Outlined as listed in Section IV – “Format Outline”; this RFP “word” document including all required forms.**

**One (1) Original, One (1) Copy, and One (1) Flash Drive with Full Proposal**

**3.2 Required Workbooks - all tabs completed, if applicable**

- 1. ASO Medical and Dental and Stop Loss Workbook**
- 2. Fully Insured Life/AD&D, STD, LTD Workbook**
- 3. PBM Workbook**

**3.3 All Plan Designs, Benefit Highlights, Summary of Benefits included in proposal.**

**3.4 All proposals must be NET of commission.**

#### **IV. FORMAT OUTLINE - RFP RESPONSE SUBMISSION FROM OFFERORS**

Each submittal shall contain all the items listed below. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

##### **A. Letter of Transmittal**

1. Briefly state your understanding of the services being requested.
2. Give the names of the persons authorized to make representations for your company, their titles, addresses, telephone numbers, and fax numbers.

**B. Title Page** - Show the subject, name of your company, address, telephone number, fax number, name of contact person and date

**C. Table of Contents** - Include a clear identification of the material by section and page number.

##### **D. Profile of Proposing Company**

1. State whether the firm is local, regional, national.
2. Briefly describe the firm's experience in providing the services being requested.
3. Give the location of the office(s) which will provide the service to the County. Identify the specific individuals who will do the work and describe their qualifications and experience.
4. Provide a list of five (5) references familiar with the firm's capability to deliver the services requested for similar projects. Include contact numbers, phone numbers and a description of the services provided.

##### **E. Response to RFP**

1. Include a response addressing information requested in RFP, including implementation strategy.

##### **F. Miscellaneous Requirements**

1. RFP workbooks
2. Benefit Summaries/Highlights of Proposed Plans
3. All required forms
4. No commission load

**ATTACHMENT A:****RFP#19-2020 SF MEDICAL AND DENTAL ASO, PBM, AND  
FI LIFE/AD&D & SHORT TERM AND LONG TERM DISABILITY PLANS  
GUADALUPE COUNTY  
OFFEROR CERTIFICATION**

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LEGAL NAME OF CONTRACTING COMPANY

---

---

FEDERAL I.D. # (Company or Corporation)

---

---

TELEPHONE NUMBER

---

---

E-MAIL ADDRESS

---

---

CONTACT PERSON

---

---

TITLE

---

---

COMPLETE MAILING ADDRESS

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---

CITY & STATE

---

---

ZIP CODE

---

---

COMPLETE STREET ADDRESS

---

---

CITY & STATE

---

---

ZIP CODE

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**CERTIFICATION**

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 RFP. The period for acceptance of this RFP will be 180 calendar days.

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 Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the Request for Proposal in 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 RFP.

---

SIGNATURE

---

---

DATE

---

---

Typewritten or Printed Name

---

---

Title

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**\*This page must be page 1 of the proposal, or the proposal may be rejected.\***

**ATTACHMENT B:**

**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](http://www.co.guadalupe.tx.us).

The Conflict of Interest Questionnaire (CIQ) form can be obtained at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

Complete a CIQ form and submit 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.



**ATTACHMENT C:**

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

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer'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 Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, 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 Proposal submission date and award by Guadalupe County.
3. No officer or stockholder of the Proposer 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 Proposer as well as to any person signing on his/her behalf.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT D:**

**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.

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Signature of Official Representative of Firm

---

Name of Official Representative (typed)

---

Title

**ATTACHMENT E:**

**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 Proposal. 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:\_\_\_\_\_

## ATTACHMENT F: W-9 REQUEST FOR TAXPAYER IDENTIFICATION

<b>Form W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
---	--	--

  

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
<b>2</b> Business name/disregarded entity name, if different from above				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; vertical-align: top;"> <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.   <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> 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 <b>not</b> 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) ▶ _____           </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate           </div> </div> </td> <td style="width: 40%; vertical-align: top; border-left: 1px solid black; padding-left: 5px;"> <b>4</b> 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> </td> </tr> </table>	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> 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 <b>not</b> 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) ▶ _____           </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate           </div> </div>	<b>4</b> 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>		
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> 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 <b>not</b> 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) ▶ _____           </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate           </div> </div>	<b>4</b> 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>			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 55%; border-right: 1px solid black;"> <b>5</b> Address (number, street, and apt. or suite no.) See instructions.             </td> <td style="width: 45%;"> <b>Requester's name and address (optional)</b> </td> </tr> <tr> <td style="border-right: 1px solid black;"> <b>6</b> City, state, and ZIP code             </td> <td></td> </tr> </table>	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>Requester's name and address (optional)</b>	<b>6</b> City, state, and ZIP code	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>Requester's name and address (optional)</b>			
<b>6</b> City, state, and ZIP code				
<b>7</b> 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 *How to get a TIN*, later.  
  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**  

- -

or

**Employer identification number**  

-

**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 ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

**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](http://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-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.*

## **ATTACHMENT G: Certificate of Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their bid/proposal (i.e.: bid, rfp, rfq, soq, etc.) to the County.