



## Request for Proposals (RFP)

### RFP 2017-78

Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical and Rx), Pharmacy Benefits Manager (PBM), and Self-Funded Dental Plan Administration

Due: **August 09, 2016** before **2:00p.m.**

#### Public Notice

Notice is hereby given that Webb County is currently accepting sealed proposals for: Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical and Rx), Pharmacy Benefits Manager (PBM), and Self-Funded Dental Plan Administration. All Proposals are subject to the Terms, Conditions, & Provisions, of this solicitation.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this RFP package are ***due before 2:00p.m. (Central time), on August 09, 2016***. RFPs received after the due date and time will not be accepted. All RFPs will be formally opened and read publicly at 2:00pm on August 09, 2016 at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

Copies of this RFP package are available on our website:

<http://www.webbcountytexas.gov/PurchasingAgent/SolicitationAnnualContracts/>

**Please submit one (1) original RFP package and eight (8) copies in a sealed envelope clearly marked:**  
***RFP 2017-78 Self-funded Medical Plan Third Party Administration (TPA)***

**Please Mail or Hand Deliver proposals to:**

**Webb County Clerk's Office  
1110 Victoria-Suite 201  
Laredo, TX 78040**

#### Conditions

- All RFP quotations must be submitted with specification forms included in this RFP package. Webb County will not accept price schedules that are submitted on forms other than those furnished in this RFP package.
- Webb County reserves the right to hold all RFPs for a period of thirty (30) days from the date of the RFP opening, without taking action thereon.
- Webb County reserves the right to reject any and all proposal, to waive defects and formalities in such proposal, and to award a contract to the vendor which it considers has submitted the RFP with the overall best value. The awarding of the proposal will take place at a public County Commissioners Court Meeting.
- It is a requirement of the proposer to acquaint fully with the conditions of the specifications. The failure or omission of any vendor to examine any form, instrument, or document shall in no way relieve him from any obligation of this RFP invitation.
- Vendor must fill out all portions of the RFP unless otherwise stated in the RFP package.
- Contract Term: January 1, 2017-December 31, 2017** Webb County will consider extending this contract for two (2) additional one (1) year periods contingent upon pricing remaining constant during the extension period. *Please indicate below if your company would be interested in an extension.*

YES \_\_\_\_\_ NO \_\_\_\_\_

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## Section

# 1

## A. General Information

1. Webb County is requesting proposals for Third Party Claims Administration services (TPA), Preferred Provider Network (PPO), Stop Loss Insurance, and Pharmacy Benefit Management (PBM) and Self-Funded Dental Plan Administration. The current service provider is The Texas Association of Counties (TAC) through an Interlocal participating agreement. All proposed offers will be evaluated and awarded independent of the each other to best serve the interest of the Webb County. Proposals with Wellness Programs and Employee Assistance Programs submitted as options will also be considered along with TPA services or independently.
2. Please mark your envelope plainly: “Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical and Rx), and Pharmacy Benefits Management (PBM) transparent modeling only, and Self-Funded Dental Plan Administration (Due August 09, 2016 before 2:00pm).” Proposals received after the date and time specified will not be considered. Webb County is not responsible for proposals misplaced or mailed incorrectly.

Please reply using the enclosed forms. Please submit one (1) original and eight (8) copies of you proposal. Please submit in the format provided in order to expedite or analyze. We will only consider proposals submitted in our format. Any questions on this Request for Proposal should be submitted via email to Amanda Flores-Del Toro [aflores@webbcountytexas.gov](mailto:aflores@webbcountytexas.gov) **Questions are due no later than Friday, July 15, 2016 at 5:00 P.M. CST.**

3. Roger Garza with Valley Risk Consulting (VRC) is Webb County’s consultant and will evaluate all proposals and make recommendations to the Commissioner’s Court.
4. The County reserves the right to accept or reject, in part or in whole, any portion of the proposals, waive minor technicalities, and select the proposal which best serves the interest of the County. The County also reserves the right to waive or dispense with any of the formalities contained herein.
5. Proposals are to be submitted on the basis of specifications contained herein. Proposer must include the RFP Submission Forms with its proposal. All costs to be incurred and billed to the County will be included in these forms. Alternate proposals will also be considered, provided that alternatives are clearly explained. **All deviations for the specifications must be clearly identified and explained.**
6. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. They shall include an inventory list of products submitted attached to each proposal. The RFP is not available in Word format, however, vendors may respond to the questionnaire on a separate attached sheet clearly marked “responses to questions”. Webb County is not responsible for vendor’s errors in their proposals.
7. Webb County assumes no financial responsibility for any costs incurred by any proposer in the course of responding to these specifications.
8. The information contained herein is believed to be accurate and up-to-date, but is not intended to be and express or implied warranty.

9. No telephone or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by U.S. Postal Service, or by delivery service such as UPS or Federal Express. The County will not be responsible for late deliveries.
10. Vendors are cordially invited to the proposal opening on Tuesday, August 09, 2016 at 2:00pm CST, but are not required to attend.

## B. TIME TABLE

1. The specifications will be available for proposers on or about Tuesday, June 14, 2016, from Amanda Flores-Del Toro at 1110 Washington Street –Suite 101, Laredo, TX 78040. As an alternative, the specifications can be downloaded from the County’s website <http://www.webbcountytexas.gov/PurchasingAgent/SolicitationAnnualContracts/>
2. Written questions about this RFP and requests for additional information shall be provided no later than Friday, July 15, 2016 (see information in C, Communication). The County will not respond to verbal inquiries.
3. Valley Risk Consulting, Inc. will make recommendations to the Webb County Commissioner’s Court on or about Tuesday, August 23, 2016, (or sooner).
4. Proposers must submit one (1) original and eight (8) copies (9 complete sets) of the proposal. Proposals should be delivered to the Webb County Clerk’s Office, 1110 Victoria Street, Suite 201, Laredo, TX 78040, by no later than 2:00 P.M. CST on Tuesday, August 09, 2016, in a sealed envelope.

Each envelope should be clearly labeled:

“RFP No. 2017-78, Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical and Rx), Pharmacy Benefits Manager (PBM), and Self-Funded Dental Plan Administration.

5. The contents of the proposals shall be kept confidential during the process of negotiations. After the agreement is awarded, all proposals will be available for public inspection unless specified in writing.

## C. Communication

1. Requests for clarification or interpretation of the specifications should be submitted in writing via email or faxed no later than 5:00PM, Friday, July 15, 2016 to:

Amanda Del Toro, Contract Administrator  
Webb County Purchasing Department  
E-mail: [aeflores@webbcountytexas.gov](mailto:aeflores@webbcountytexas.gov)  
Fax: 956-523-5936

Roger Garza, Consultant  
Valley Risk Consulting (VCR)  
E-mail: [roger@vrctexas.com](mailto:roger@vrctexas.com)  
Fax: 877-279-8119

2. All responses will be made in writing. Oral explanations will not be considered binding.
3. Companies submitting proposals shall not discuss this RFP with members of the Insurance Committee or County Commissioners. Communication includes but is not limited to unsolicited literature, email, faxes or phone calls related to any aspect of the RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in disqualification of the company at the discretion of the County.
4. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.

## D. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

## E. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance regulations relative to the preparation and submissions of insurance proposals. Specifically, the service to be provided are expected to be in compliance with the Affordable Care Act (ACA), Americans Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws, and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws. In addition, all agreements must not contain any provisions with arbitration or indemnification language that required Webb County to indemnify any third party. The County and State of venue will be Webb County, Texas.

## F. Authorized Signature

All proposal forms must be signed by the person who has the legal authority to bind the company or insurer to the proposal.

## G. Selection of Vendor

Webb County reserves the right to award the subjects of the proposal, in whole or in part, to those proposers who demonstrate professional competence in submitting proposals that satisfy cost, coverage, and servicing criteria. Proposals will be carefully evaluated in terms of cost effectiveness and coverage, and for compliance with insurance regulations, network capabilities, and servicing criteria as contained in the specifications. The insured will consider the merits of each

proposal, whether in consolidated or fragmented basis. Award will be made to the proposer submitting the lowest, best, and most responsible proposal.

The selection of a proposal for Third Party Administration Services will be made after careful evaluation of the proposals received. Each proposal will be evaluated for acceptability, with emphasis on the various factors enumerated in the table outlined below. Each factor is assigned a numerical score. The scores will be used to develop a list of potential providers with whom negotiations may be conducted.

Evaluations will be based on the following criteria, for which up to 100 points may be awarded.

A total evaluation of 60 points will invalidate a proposal.

<u>Criteria</u>	<u>Maximum Points</u>
Servicing Capability	10
Experience with Political Subdivisions	10
Medical Network Capability	20
Enrollment/Website software capability	20
Overall Cost=	<u>40</u>
Total Possible Points=	100

The County will evaluate the qualification and select the most responsible, responsive proposal subject to a fair and reasonable pricing.

## H. Terms of Agreements

Webb County is seeking an agreement for a primary term to commence January 1, 2017 effective through December 31, 2017 with the option to renew the agreement for (2) additional one (1) year terms.

Webb County reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the December 31st anniversary date on a sixty (60) day notice. The agreement will be for current revenues only in accordance with Local Government Code Section 271-903 to terminate the agreement

The agreement is to contain cancellation provision that provides for sixty (60) day notice of cancellation (except for non-payment) and sixty (60) day notice for non-renewal or material change.

Webb County reserves the right to terminate the agreement at any time for any or no reason. If termination of agreement is necessary, NO termination penalties will be imposed.

## I. Enrollment

The selected Vendor will be expected to provide knowledgeable company representatives to explain benefit provisions during open enrollment meetings. The selected Vendor will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings.

## Section

# 2

### A. RFP Assumptions

1. TPA/Carriers shall submit proposals directly, net of commissions or agent service fees. Proposal responses must include a complete disclosure of all revenues from all sources expected to be received from other providers related to this account.
2. Proposals are desired for a primary term of one (1) year with the option to renew for two (2) additional one (1) year terms with a minimum of a 24-month rate guarantee (ASO services). However, Webb County reserves the right to accept a guarantee of less than 24 months if it is in Webb County's best interest.
3. All pricing should be included in a separate tab, clearly marked and explained thoroughly.
4. A proposed draft copy of an Administrative Service Agreement (ASA) must be submitted with your proposal response. An executed contract must be in place within 30 days of the awarding of the proposal.
5. TPA/Carriers must include Dental administration services as part of their proposed services. Dental administration service fees must be included under the standard scheduled fee outline.
6. Webb County's Medical Plan is considered Non-Grandfathered under the Affordable Care Act (ACA). Vendors are required to submit their proposals under this assumption.
7. Pharmacy Benefit Management (PBM) services must be transparent and 100% pass through. All Administrative Cost, Dispensing cost and all other associated cost must be clearly identified and outlined.
8. Stop Loss Insurance policies must meet the following:
  - Specific and Group Aggregate Policy on a 18/12 basis
  - Medical Specific Coverage at \$220,000 and/or \$175,000 deductible
  - Group Aggregate Coverage including Medical and RX
  - 120% or less Aggregate Corridor
  - Final determination on all lasers, if any, including deductible amounts and conditional lasers
  - Specific and Group Aggregate Coverage for COBRA and "grand fathered" retiree members.
  - Waive actively at work provisions
  - **INSURANCE COMPANY QUOTATION WILL DOCUMENT ALL TERMS CLEARLY LISTED IS REQUIRED- NO THIRD PARTY PREPARED QUOTATION SUMMARIES.**
  - Sample Policy Must Be Provided.
9. Public Sector employers are not allowed, under current state law, to execute a document containing a Hold Harmless/Indemnification Clause causing the employer to be responsible for other parties' liability. Therefore, your documents should not contain any such clauses.
10. Webb County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, and award the proposal that best serves the interest of the County. The County also reserves the right to waive or dispense with any of the formalities contained herein. The Webb County elective County Commissioners will make the final decision of agreement of award.

## B. ASO/DENTAL Claims Administration

1. Describe the business entity submitting the proposal:

- a. Name of business entity: \_\_\_\_\_
- b. Current business address: \_\_\_\_\_
- c. Mailing address: \_\_\_\_\_
- d. Contact person: \_\_\_\_\_
- e. Email address: \_\_\_\_\_
- f. Telephone number: \_\_\_\_\_
- g. Type of business entity:  Corporation  General Partnership  Sole Proprietorship
- h. Provide jurisdiction for company or partnership charter: \_\_\_\_\_
- i. Provide date corporation or partnership was chartered: \_\_\_\_\_
- j. Is the business entity licensed by the State of Texas as a Third Party Administrator?  
 Yes  No
- k. Will you agree to provide a resume for each key employee in your organization upon request?  Yes  No

2. Pending lawsuits/claims:

- a. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years?  Yes  No

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

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- b. Does the business entity have any claims filed against it which is unresolved and/or is presently pending before any State of Texas administrative agency?  Yes  No

If yes, please provide a full description of the matter: \_\_\_\_\_

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3. Financial Information:

- a. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy Laws during the preceding seven (7) years?  
 Yes  No

If yes, provide the name of the court and the case number(s): \_\_\_\_\_

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- b. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief or received a discharge on any debt under the U.S. Bankruptcy Laws during the preceding seven (7) years?  Yes  No

If yes, provide the name of the court and the case number(s): \_\_\_\_\_

\_\_\_\_\_

- c. Is an audited financial statement for the preceding fiscal year included with the response?  
 Yes  No

4. Describe claims administration experience:

a. Number of clients: \_\_\_\_\_

b. Number of covered employees: \_\_\_\_\_

c. Other: \_\_\_\_\_

5. Provide three (3) client references (preferably Political Subdivisions):

Name of Client	Contact Person	Telephone Number	# of Employees
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Describe what quality assurance procedures you currently have in place to ensure accuracy of payments, eligibility, check draft security, appropriateness or treatment versus diagnosis, medical necessity, adherence to reasonable and customary allowance, coordination of benefits:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Administration contract:

- a. Will you allow the County to modify your Administrative Service Agreement (ASA)?  
 Yes  No

- b. Will you agree to process 98% of all submitted claims within fifteen (15) business days at a minimum of 98% overall accuracy and/or other mutually agreed upon performance guarantees?  Yes  No

- c. Will you agree that a failure to uphold the standards in and/or other mutually agreed upon performance guarantees may result in a penalty to be deducted for the administrative fee?  Yes  No

- d. Will you agree to allow a third party to conduct an on-site claims audit without incentive limitations or time restrictions?  Yes  No

- e. Will you agree to hold the County harmless if any of your staff is found to be negligent in the administration of benefits in the Plan?  Yes  No

- f. Is a copy of your administration services agreement included with your response?  
 Yes  No

- g. Will you provide a client specific summary plan document as part of your proposed services?  
 Yes  No
- h. Will you agree that County will not be required to pay any additional fees, costs or expenses other than those expressly set forth in the proposal response?  
 Yes  No
- i. Will you certify that you will not receive any revenue or compensation from any other third party related to the services provided under the agreement except for the revenue and compensation expressly described in the proposal response form?  
 Yes  No
- j. Will you agree to serve as fiduciary with respect to the County employee benefits plan and be subject to fiduciary responsibilities and obligations in your administration of the plan?  Yes  No
- k. Will your firm provide ACA reporting requirements under IRC sections 6055 and 6056?  Yes  No  
If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_
- l. What additional steps will you take to ensure the County remains ACA compliant?  
\_\_\_\_\_  
\_\_\_\_\_

8. Direct Provider Contracts/Referenced Based Pricing: The County, at its discretion, may choose to enter into direct contracts with local providers in order to facilitate competitive pricing and benefit structure. Will your company facilitate and administer direct provider contacts and Reference Based Pricing  Yes  No

9. Reporting Software: Will the County have access to the vendor's reporting software in order to adequately manage and query reports on plan management and proficiency?  Yes  No

10. Claims Payment Services:

- a. Location of office where actual settlement of claims will be made? \_\_\_\_\_
- b. Will a designated representative be assigned to this account?  Yes  No
- c. Will a claims analyst be available for onsite claims handling on a scheduled basis?  
 Yes  No
- d. Is a toll free telephone number available for checking the status of a claim?  Yes  No
- e. What is the average time on hold? \_\_\_\_\_
- f. What is the abandonment rate? \_\_\_\_\_
- g. What is the average talk time? \_\_\_\_\_

- h. Can the County's Insurance Department speak directly to a claims examiner for questions related to payment of a claim?  Yes  No
- i. What is the normal processing time? \_\_\_\_\_
- j. Describe the process for the appeal of a contested claim: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- k. Do you screen for unbundling of provider charges?  Yes  No
- l. Do you pay for printing cost of checks and explanation of benefits?  Yes  No
- m. Is a sample EOB and check included with your response?  Yes  No
- n. Please describe banking arrangements necessary to reimburse claims that are paid:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- o. When was the last Third Party Claim Audit? \_\_\_\_\_
- p. Describe procedure used for subrogation investigation and recovery:

\_\_\_\_\_

\_\_\_\_\_

II. Other services (list additional costs, if any):

- a. Large case management, disease management, continuation of coverage, actuarial services, plan design and consultation services: \_\_\_\_\_  
 \_\_\_\_\_
- b. Describe experience in coordinating with Preferred Provider Organizations (include re-pricing capabilities): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- c. Do you have a re-pricing agreement for out-of-network benefits?  Yes  No
- d. Do you provide access to transplant network(s) (centers of excellence) through administrative services agreements?  Yes  No
- e. Are on-line services available and included in the cost?  Yes  No  
 Please describe (ex. Claims status, enrollment, provider directory, reports): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- f. Are enrollment and educational meetings and monthly onsite claims assistance included?  
 Yes  No
- g. Will all materials necessary to effectively communicate and administer the program be prepared and printed by proposer at proposer's expense? (ex. ID cards, employee benefit book, claim forms, schedule of benefits, certificates of credible coverage):  
 Yes  No  
 If no, please explain (include additional costs, if any) \_\_\_\_\_  
 \_\_\_\_\_

- h. Do you provide COBRA administration?  Yes  No  
 Please describe which aspects of COBRA you will and will not administer: \_\_\_\_\_  
 \_\_\_\_\_

Are there any additional costs associated with this service?  Yes  No  
 If yes, what is that cost? \_\_\_\_\_

12. Please state any variations to the Request for Proposal or other qualifications for your proposals:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

13. For what period of time are quoted rates guaranteed? \_\_\_\_\_

Is a longer rate guarantee available?  Yes  No

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

\_\_\_\_\_  
 Type Signatory's Name and Title

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Fax Number

## C. Individual Stop Loss Insurance (ISL)/Aggregate Stop Loss Insurance (ASL)

1. Describe the business entity submitting the proposal:

- a. Company name: \_\_\_\_\_
- b. Current business address: \_\_\_\_\_
- c. Mailing address: \_\_\_\_\_
- d. Contact person: \_\_\_\_\_
- e. E-mail address: \_\_\_\_\_
- f. Telephone number: \_\_\_\_\_ Fax number \_\_\_\_\_
- g. Year founded: \_\_\_\_\_
- h. What percentage of overall business is Health related? \_\_\_\_\_
- i. Managing Underwriter's Name: \_\_\_\_\_

2. Describe Financial Stability of Insurance Company:

a.

Financial Rating Service	Current Rating	Prior Year Rating	Prior Two (2) Years Rating
A.M. Best			
Standard & Poor's			
Moody's			

b. Is Insurance Company authorized to do business in Texas?  Yes  NO

3. Provide three (3) Texas client references (preferably Political Subdivisions):

Name of Client	Contact Person	Telephone Number	Number of Employees

a. Do you handle claims "In-House"?  Yes  No

b. Are there additional carriers accepting levels of risk?  Yes  No

4. a.) Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years?  Yes  No

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

b.) Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency?  Yes  No  
If yes, please provide a full description of the matter:

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5. Financial Information:

a. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years?  Yes  No

If yes, please describe:

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b. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years?  Yes  No

If yes, please describe:

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6. Insurance coverage

The business entity must provide satisfactory evidence of existing insurance coverage in the amount of \$1,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement. (Include Copy of Insurance Certificate)

7. If an MGU, do you handle claims in-house? If not, who handles them?

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8. If an MGU, are there additional Insurance Carriers accepting layers of risk? Please disclose the names, addresses and phone numbers of those carries and the percentage of risk taken.

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9. ISL and ASL claim payment:

a. Where will claims be paid? \_\_\_\_\_

b. What is the definition of "paid claim" to be eligible for reimbursement?

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c. Can the County's Insurance Department speak directly to claim examiner for questions related to payment of claim?  Yes  No

- d. What is the normal processing time for ISL claim? \_\_\_\_\_
- e. What is normal processing time for ASL claim? \_\_\_\_\_
- f. If the County has negotiated with providers, will these discounts be accepted in lieu of doing a hospital audit?  Yes  No
- g. Describe documentation needed for ISL claim reimbursement:  
\_\_\_\_\_  
\_\_\_\_\_
- h. What is the maximum Aggregate Liability limit?  
\_\_\_\_\_
- i. Do you provide/require access to transplant networks(s)-centers of excellence direct or through TPA?  
 Yes  No
- j. Do quoted rates include advance funding for:  
Specific Claims?  Yes  No  
  
Aggregate Claims?  Yes  No

10. Underwriting:

- a. How recent must claims experience be in order to provide “final terms”  
\_\_\_\_\_
- b. Will any claimants be excluded or assigned a higher deductible?  Yes  No  
If so, please describe: \_\_\_\_\_  
\_\_\_\_\_
- c. Will renewal rates be provided to County 90 days prior to renewal date?  Yes  No
- d. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in the County’s Plan document?  Yes  No
- e. Does your Stop Loss contract have any limits for any of the following:
  - Transplants  Yes  No
  - Substance Abuse  Yes  No
  - Mental Nervous Conditions  Yes  No
  - AIDS  Yes  No
  - Other  Yes  No
- f. Are the active-at-work and disabled dependent provisions waived for the effective date of the contract?  Yes  No

11. Is the quote based on the services of a particular claim administrator or provided network?

Yes  No

12. Do you require your TPA to provide Error's & Omissions coverage? At what limits?  Yes  No

13. Are there any additional surcharges or taxes not disclosed in this proposal? Please explain.  Yes  No

\_\_\_\_\_

14. For what period of time are quoted rates guaranteed? \_\_\_\_\_

Is a longer rate guarantee available?  Yes  No

\_\_\_\_\_

15. Please state any variations to the Request for Proposal or other qualifications for your quote:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. Specimen Stop Loss Contract must be attached.

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

\_\_\_\_\_  
Type Signatory's Name and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

# Proposer Questionnaire

## Pharmacy Benefit Management

1. Describe organization submitting proposal:

a. Name of Firm: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Contact Person: \_\_\_\_\_

d. Telephone Number: \_\_\_\_\_

e. Year Founded: \_\_\_\_\_

2. Audited financial statement for the preceding fiscal year included with response?  Yes  No

3. Describe Prescription Drug experience:

a. Number of Texas Clients: \_\_\_\_\_

b. Number of Texas Pharmacies: \_\_\_\_\_

4. Provide three (3) Texas client references (preferably Political Subdivisions):

Name of Client	Contact Person	Telephone Number	Number of Employees

5. Describe Pharmacy network:

a. Will you be willing to provide list of pharmacists currently in pharmacy network in Webb County upon request?  
 Yes  No

b. Describe relationship with pharmacists including degree of automation and reimbursement procedures:

c. The Webb County is soliciting Transparent Modeling only. Is your proposal transparent? If your answer is no, discontinue answering questionnaire. ?  Yes  No

6. Services

- a. Will your proposal provide real time software free of charge?  Yes  No
- b. Will your Standard monthly reports contain all dispensing data? (NDC, Drug name, strength, days' supply, ingredient cost, AWP, etc.) Is there a copy of that report attached?  Yes  No
- c. Will you provide a copy of the current Maximum Allowable Cost (MAC) pricing?  Yes  No
- d. What is the percentage of the MAC expressed as a percentage of the available generics? \_\_\_\_\_  
  
Will there be a price differential (spread) between the amounts paid to the pharmacy providers and the amount billed to the Plan?  Yes  No
- e. Will your Agreement allow for third party audits of the Plan's cost and expenses?  Yes  No

**Prescription Drug Costs:**

- 7. Attach complete fee schedule including dispensing and AWP drug cost per 30 day supply. Include administration fees, or any other fees associated with this proposal.
- 8. For what period of time are proposed rates guaranteed? \_\_\_\_\_
- 9. Is there a MAC pricing guarantee?  Yes  No
- 10. What is the length of time in which MAC pricing is guaranteed?  
\_\_\_\_\_
- 11. Are there any additional administration fees? If so, what are the costs and will there be a second year renewal?  
 Yes  No

12. Identification Cards

- a. Can identification card be mailed to employee's home?  Yes  No  
Is there an additional charge for this service?  Yes  No
- b. Can identification card be combined with medical & dental card?  Yes  No
- c. Is sample identification card included with your response?  Yes  No

- 13. Can identification cards be customized with employer logo?  Yes  No  
Is there an additional charge for this service?  Yes  No

14. Other

- a. Describe Wire Transfer Payment procedures: \_\_\_\_\_

b. Does your proposal include 100% prescription rebates to be retained by the Plan? Please explain rebate program.

\_\_\_\_\_

15. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote:

\_\_\_\_\_

16. For what period of time are quoted rates guaranteed? \_\_\_\_\_

\_\_\_\_\_

17. Is a longer rate guarantee available?  Yes  No

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

\_\_\_\_\_  
Type Signatory's Name and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

## Current Health Plan Benefits Available on County website:

- ASO Fees
- Stop Loss Premiums (3) years
- Plan Benefit Summary
- Census
- Large Claim History
- Month to Month Claim History including Rx

**Section**  
**4**  
**Additional**  
**Forms**

**Additional Terms, Conditions, & Provisions**

**Purchase Orders:** Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

**Invoices:** all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.  
c/o Accounts Payable  
1110 Washington, Suite 101  
Laredo, TX 78040**

Invoices may also be emailed to the following email address: [purchasinginvoices@webbcountytx.gov](mailto:purchasinginvoices@webbcountytx.gov)

**Unit Price:** Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

**Discounts:**

Vendors providing discounts for items not list on the price schedule form must provide proof of discount on their invoice.

**Cost Mark-Ups:**

Vendors providing material at a percentage above cost must stipulate unit cost, mark-up, and total cost on their invoice.

**Pricing:** Pricing provided in the Bid/RFP/RFQ by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

**Other Fees, Charges, Surcharges:**

Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

**Quote Fees:**

If a vendor is providing an estimate for work not under contract, the vendor must provide a quote prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and/or estimates.

**Estimated Quantities:**

The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

**Changes to Locations/Departments and/or Items:**

Webb County reserves the right to add or delete locations/departments on an as-needed basis at the same price as the original locations. In the event such arrangement is unsatisfactory to the vendor Webb County may opt to choose an alternate means of meeting its needs up to and including a re-solicitation of the entire contract. Specifications and requirements stated herein shall also apply to future departments and location unless otherwise noted.

**Taxes:** Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in RFP/RFP prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

**Substitutes:** Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

**Capacity:** Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

**Delivery:**

Delivery to be made within 24 hours from request

**Additional Terms, Conditions, & Provisions continued**

**Product Recalls, Returns, and Replacements:**

Vendor shall notify Webb County Purchasing Department immediately of any product recall or product alert, voluntary or otherwise. Recalls must be managed and handled by the vendor. Webb County will not be responsible for the return, payment, or cost of return for recalled items.

**Contract:**

This contract will be awarded to the lowest, responsible vendors. The county reserves the right to award the contract to the vendor with the lowest price and/or overall Best Value. The county may award contracts to various vendors depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

**Award of Proposal:**

Vendor must RFP on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower than quantities specified. If vendor is unable to price a particular item, please provide a written explanation.

**Availability of Funds for Next Fiscal Year:**

Funds are not presently available for performance under this contract beyond September 30, 2015. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2015 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

**Payment of Bills:**

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

**Delinquent Taxes:**

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a RFP/proposal.

**Legibility:** Proposals must be legible and of a quality that can be reproduced.

**FOB Destination:**

All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**Statements:**

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various RFP packages and/or RFP instructions/ requirements.

**Termination:** The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

**Late Bids/RFPs/RFQs or Modifications:** modifications received after the time set for a public opening will not be considered. Late RFPs/RFPs/RFQs will not be accepted, or considered, and will be returned to the vendor.

**Ethics:**

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

**Proprietary Information:**

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the RFP to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

***Additional Terms, Conditions, & Provisions Continued***

**Furnished Forms:** All proposals should be submitted on furnished forms. Proposals submitted on forms other than those provided by Webb County will not be considered.

**Open Market:** If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

**Material Safety Data Sheets:**

Under the Hazardous Communication Act, commonly known as the "Texas Right to Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act.

**Specification Clarification:** If any person contemplating submitting a RFP for this contract is in doubt as to the true meaning of the specifications, or other RFP documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the RFP/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website ([www.webbcountytx.gov](http://www.webbcountytx.gov)), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the RFP/RFP/RFQ, and will be answered, and posted on the Webb County website.

**Insurance Requirements:**

Successful Vendor shall furnish the County with original copies of valid insurance policies required upon execution of the contract and shall maintain said policies in full effect at all times during the term of this contract.

**Non Construction RFPs:**

- a. Commercial General Liability insurance at minimum combined limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.
- b. Workers Compensation insurance at statutory limits, including employers liability coverage a minimum limits of \$1,000,00.00 each occurrence each accident /\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- c. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- d. Any subcontractor(s) hired by the contractor shall maintain insurance coverage equal to that required of contractor. It is the responsibility of the contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct of the subcontractor

**Vendor Information Form**

Name of Company: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Person Authorized to Sign Proposal:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

\_\_\_\_\_

\_\_\_\_\_  
(Date)

**IMPORTANT**

Vendor must complete this RFP document in its entirety in order for it to be valid

**PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY**

This is to certify that \_\_\_\_\_ owes no delinquent property taxes to Webb County.

\_\_\_\_\_ owes no property taxes as a business in Webb County.  
(Business Name)

\_\_\_\_\_ owes no property taxes as a resident of Webb County. (Business Owner)

\_\_\_\_\_  
Person who can attest to the above information

**\* SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

## Webb County

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49<sup>th</sup> Judicial District
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District
8. Judge Oscar Hale, 406<sup>th</sup> Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

**Conflict of Interest Questionnaire**

<p style="text-align: center;"><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p style="text-align: center;">For vendor doing business with local governmental entity</p>	<p style="font-size: 1.2em;"><b>FORM CIQ</b></p>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	

Adopted 8/7/2015

**CERTIFICATION**

**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**PART A.**

The County of Webb will follow Federal Executive Orders 12549 and 12689 which requires us to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Webb County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Webb County as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Webb County may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

\_\_\_\_\_  
Name of Contractor/Potential Contractor

\_\_\_\_\_  
Vendor ID # or Social Security #

\_\_\_\_\_  
Program #

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

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

**PART B. CERTIFICATION**

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

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, sub-grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Webb County to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients will certify and disclose accordingly.

Do you have or do you anticipate having covered sub-awards under this transaction?

- Yes  
 No

<b>Name of Contractor/Potential Contractor</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>

<b>Name of Authorized Representative</b>	<b>Title</b>

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

\_\_\_\_\_  
Date

## MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**Workers Compensation**, as required by the laws of Texas, and Employers' Liability, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.  
Employers' Liability

Each Accident: \$1,000,000  
Disease – Each Employee: \$1,000,000  
Policy Limit: \$1,000,000

**Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Webb County shall be named Additional Insured on primary/non-contributory basis.

Each Occurrence: \$1,000,000  
Personal and Advertising Injury: \$1,000,000  
Products/Completed Operations: \$1,000,000  
General Aggregate (per project): \$2,000,000

**Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. Harris County shall be named Additional Insured on primary/non-contributory basis.

Combined Single Limit-Each Accident: \$1,000,000

**Umbrella/Excess Liability** (Webb County shall be named Additional Insured on primary/non-contributory basis)

Each Occurrence/Aggregate: \$1,000,000

**Professional/Errors & Omissions Liability** (if applicable)

Each Occurrence/Aggregate: \$1,000,000

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.



## CHECK LIST

**This check list is required for all Bids, Requests for Proposals (RFPs), and Requests for Qualifications (RFQs). Please check off each item that applies.**

- Is RFP package being submitted within due date & time?
- Is the name and address of the vendor on the top left hand side of envelope
- Is the RFP number, RFP title, and due date written on the outer part of a sealed envelope?
- Have Specifications been reviewed?
- Have Terms, Conditions, & Provisions been reviewed?
- Has unit pricing for all items been provided in furnished forms (if applicable)?
- Has extended pricing been calculated (if applicable)?
- Have grand totals been provided and reviewed for accuracy (if applicable)?
- Has Vendor Information Form been filled out and signed?
- Has Proof of No Delinquent Taxes (Business or Property) Form been filled out and signed
- Has Conflict of interest questionnaire been filled out and signed?
- Is Certification Regarding Debarment included?
- Is Certification Regarding Federal Lobbying included?
- Is a copy of Liability Insurance and Worker's Compensation Certificate included?

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Signature of person completing Bid/RFP/RFQ