

PUBLIC NOTICE

Notice is hereby given that the County of Webb Purchasing Department is accepting Request for Proposals for Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical & Rx), Pharmacy Benefits Manager (PBM), and Self-Funded Dental Plan Administration.

Request for Proposals must be submitted One (1) original and Two (2) copies in sealed envelopes to the Office of the Webb County Clerk. Sealed envelopes must be marked (Sealed-Proposal) with number and services on front lower left-hand corner of envelope.

RFP-2014-04 Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical & Rx), Pharmacy Benefits Manager (PBM), and Self-Funded Dental Plan Administration.

Request for Proposals will be either hand delivered or mailed to the following location:

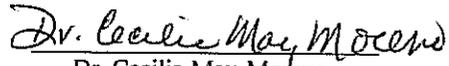
Webb County Clerk
Webb County Justice Center
1110 Victoria St., Suite 201
Laredo, Texas 78042-0029

Proposals must be delivered no later than 2:00p.m. July 25, 2014, at which time all proposals received will be opened and read to the public. Late proposals will have no consideration and will be returned un-open to respective bidder.

Please submit in the format provided in order to expedite or analyze. We will only consider proposals submitted in our format. If any additional information is required please contact, Cynthia Mares at cmares@webbcountytexas.gov or Rosie Rodman at rrodman@webbcountytexas.gov. Deadline for question is June 30, 2014 via email.

Please visit our Web-site for a copy of the proposal and specifications, under purchasing department www.webbcountytexas.gov.

The County of Webb reserves the right to reject any and all proposals or to select the proposal that is in the best interest of Webb County.


Dr. Cecilia May Moreno
Purchasing Agent

Publish: June 19, 2014
June 25, 2014

THIS FORM MUST BE INCLUDED WITH RFP-PACKAGE; PLEASE CHECK OFF EACH ITEM AND SIGN

“Sealed Proposal Checklist”

RFP-2014-04 “Self- Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical & Rx), Pharmacy Benefits Management (PBM), and Self-Funded Dental Plan Administration”

- Public Notice
- Scope of Work Proposal
- Terms and Conditions (Please read)
- Conflict of Interest Forms (required)
- Certification Regarding Debarment (Form H2048) (required)
- Certification Regarding Federal Lobbying (Form 2049) (required)
- Proof of No Delinquent Tax Owed to Webb County (required)
- Proposal Information form (required)
- References (required)

Signature



Webb County is accepting proposals for:

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

(RFP No. P-2014-04)

Sealed proposals are to be mailed or hand delivered to the attention of the Webb County Clerk, Webb County Justice Center, 1110 Victoria Street, Suite 201, Laredo, Texas 78042-0029 no later than 2:00 P.M. CST, Friday, July 25, 2014 at which time all proposal received will be opened and read to the public.

Please mark your envelope plainly: "Self-Funded Medical Plan Third Party Administration (TPA), Preferred Provider Organization (PPO) Network, Stop Loss Insurance (Medical and Rx), Pharmacy Benefits Management (PBM) transparent modeling only, and Self-Funded Dental Plan Administration (Proposal #P-2014-04). 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 two (2) 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 Cynthia Mares at cmares@webbcountytexas.gov or Rosie Rodman at rrodman@webbcountytexas.gov. Questions are due no later than Monday, June 30, 2014 at 5:00 P.M. CST.

The awarding of the proposal will take place at a public County Commissioners Court Meeting. The County reserves the right to accept, reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offer which best serves the interest of the County.

We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Mares".

Cynthia Mares
Director Administrative Services

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Section

I

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. Roger Garza with Valley Risk Consulting (VRC) is Webb County's consultant and will evaluate all proposals and make recommendations to the insurance advisory committee.
3. 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.
4. 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.
5. 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 in a separate attached sheet clearly marked "responses to questions". Webb County is not responsible for vendor's errors in their proposals.
6. Webb County assumes no financial responsibility for any costs incurred by any proposer in the course of responding to these specifications.
7. The information contained herein is believed to be accurate and up-to-date, but is not intended to be and express or implied warranty.
8. 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.
9. Vendors are cordially invited to the proposal opening on Friday, July 25, 2014 at 2:00pm CST, but are not required to attend.

B. TIME TABLE

1. The specifications will be available for proposers on or about Friday, June 20, 2014, from Ms. Cynthia Mares, Webb County Risk Management Office at 1110 Washington Street, Laredo, TX 78042. As an alternative, the specifications can be downloaded from the County's website (www.webbcountytexas.gov) – then click on “Public Notices & RFP”).
2. Written Questions about this RFP and requests for additional information shall be provided no later than Monday, June 30, 2014 (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 Insurance Committee on or about Tuesday, August 12, 2014, (or sooner).
4. Proposers must submit one (1) original and two (2) copies (3 complete sets) of the proposal. Proposals should be delivered to the Webb County Clerk, Webb County Justice Center, 1110 Victoria Street, Suite 20, Laredo, TX 78042-0029, by no later than 2:00 P.M. CST on Friday, July 25, 2014, in a sealed envelope. Each envelope should be clearly labeled “RFP No. 2014-04, 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, Monday, June 30, 2014 to:

Ms. Cynthia Mares, Director Administrative Services
Webb County

E-mail: cmares@webbcountytexas.gov
Fax: 956-523-5012

Roger Garza, Consultant
E-mail: roger@vrctx.com
Fax: 877-279-8119

&

Cris Solis, Consultant
E-mail: cris@vrctx.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 person who have 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=	40
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, 2015 effective through December 31, 2015 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.

A. RFP Assumptions

1. TPA/Carriers should 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:

- 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: _____

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): _____

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 standard administration Contract?
 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? 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
8. Direct Provider Contracts: 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? 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. Describe basis and procedures for determine Reasonable and Customary (R&C): _____

- p. When was the last Third Party Claim Audit? _____
- q. 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 & Poors			
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:

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:

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:

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?

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.

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?

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

Section

3

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?
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?
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
- Plan Benefit Summary
- Census
- Large Claim History
- Month to Month Claim History including Rx

Additional Information/Forms

COUNTY OF WEBB

Terms and Conditions of Invitations for Bids/Proposals

1. GENERAL CONDITIONS:

Proposers/Bidders are required to submit their proposals upon the following expressed conditions:

- (A) Proposers shall thoroughly examine the scope of work and layouts, instructions and all other contract documents.
- (B) Proposers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers is advised that all County contracts are subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF BIDS/PROPOSALS:

Proposals will be prepared in accordance with the following:

- (A) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (B) Alternate bids will not be considered unless specifically requested within the proposal package.
- (C) Proposed Period of Performance (POP) must be shown and shall include Sundays and holidays.
- (D) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to

indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS/PROPOSALS:

- (A) Bids/Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Bids/Proposals must be submitted in the forms furnished. Electronic bids/proposals will not be considered. Bids/Proposals, however, may be modified by written notice provided such notice is received at the County Clerk's Office before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense.

5. REJECTION OF BIDS/PROPOSALS:

- (A) The Purchasing Agent may reject a bid/proposal if it is deemed to be non responsive and/or provided by not responsible bidder/proposer.
- (B) No bid/ proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.
- (C) No bid/proposal submitted herein shall be considered unless the bidder/proposer warrants that upon execution of a contract with the County of Webb, the bidder/ proposer will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, disability, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid. County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS/PROPOSALS:

Bids/Proposals may not be withdraw after the closing time and date.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS:

Bids/Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATIN OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other bid/proposal documents or any part thereof, the bidder/proposer may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of Webb County proposal package specification instructions, if made, will be made only by Addendum duly issued. A copy of such Addendum will be posted on the web-site and email to the vendors list that have received email copy of package. The County will not be responsible for any other explanation or interpretation made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

Where there is a question that will not lead to an addendum, the questions will be made in writing to the Purchasing Department. The answer will be in writing posted on the website for everyone to receive the same response.

9. 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 proposal.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the best qualified according to the bid/proposal criteria and a written award letter will be issue.
 - (1) Award of a bid/proposal requires formal approval by the Commissioners Court.
 - (2) Bid/Proposal contract must also be approved by the Commissioners Court.
 - (3) The written notice to proceed will be for construction contracts provided after all contract documents are signed.

- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids/Proposals.
- (E) Delivery time will be considered in breaking of tie proposals.
- (F) Period of Performance will commence with written Notice to Proceed.

11. BID BOND

A bid bond in the amount of 5% of the Bid/Proposal issued by an acceptable surety company shall be submitted with each bid. A certified check or Bank Draft payable to the Webb County may be submitted in lieu of the Bid Bond. All such bonds, cashier checks shall be drawn payable to Webb County.

12. PERFORMANCE AND PAYMENT BOND

A Performance Bond is require for **construction work** if the contract is in excess of \$100,000; and a Payment Bond is require if the **construction contract** is in excess of \$25,000. The requirement is for all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any division or subdivision. The failure of the successful bidder/proposer to execute the agreement and supply the required bonds within ten (10) days **after** the award or within such extended period as Webb County may grant, shall constitute a default and Webb County may, at its option either award the contract to next lowest responsible bidder, or re-advertise for bids/proposals. In either case, Webb County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Webb County for a refund.

13. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

14. REFERENCES:

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

15. STATEMENTS:

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

16. 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.

17. 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 proposal to be disclosed, each page must be identified and marked proprietary a 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.

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 filed with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. 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 Danny Valdez
2. Commissioner Linda Ramirez
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th 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
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

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

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) 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, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which 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 the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, 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, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA 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	Vendor ID No. or Social Security No.	Program No.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

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, subgrant, 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 Texas Department of Agriculture 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

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

- Yes
- No

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

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ 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

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared _____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2014.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.

Properser Information

Name of Proposer: _____

Address: _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign Proposer:

Signature

Print Name

Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

(Date)

Note:

All submissions relative to these Proposals shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Purchasing Agent, Dr. Cecilia May Moreno, at (956)523-4125 or Administrative Assistant, Leticia Gutierrez, at (956)-523-4127.

References

Name of Firm	Address	Phone	Name of Contact