

Solicitation 09323-11

Insurance, Disability, Short & Long Term



Collin County

Bid 09323-11 Insurance, Disability, Short & Long Term

Bid Number	09323-11
Bid Title	Insurance, Disability, Short & Long Term
Bid Start Date	In Held
Bid End Date	Oct 27, 2011 2:00:00 PM CDT
Question & Answer End Date	Oct 21, 2011 5:00:00 PM CDT
Bid Contact	Sara Hogle CPPB Contract Administrator Purchasing Department 972-548-4104 shogle@co.collin.tx.us
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	30 days
Standard Disclaimer	<p>***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***</p> <p>Mailing Address: Collin County Purchasing 2300 Bloomdale Rd., Ste 3160 McKinney, TX 75071</p> <p>Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.</p> <p>All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.</p>
Bid Comments	Collin County is requesting vendors propose on both short term and long term disability services. Short term disability is to be proposed on a fully insured and an administrative services only basis. Long term disability is to be proposed on a fully insured basis. Collin County desires to partner with a vendor who demonstrates a commitment to helping Collin County meet our objectives. This RFP provides for a contract(s) commencing on January 1, 2012.

Item Response Form

09323-11--01-01 - 67% - STD Insurance Administration - Claims Administration

Item **Only**

	2012	2013	2014	2015	2016
67% - STD Insurance Administration - Claims Administration Only					

Delivery Location **Collin County**
0402 Human Resources
 2300 Bloomdale Road
 Suite 4117
 McKinney TX 75071
Qty 1

Description
 Monthly Premium Rate Per Employee

Item **09323-11--01-02 - 67% - STD Insurance Administration - Fully Insured**

	2012	2013	2014	2015	2016
67% - STD Insurance Administration - Fully Insured					

Delivery Location **Collin County**
0402 Human Resources
 2300 Bloomdale Road
 Suite 4117
 McKinney TX 75071
Qty 1

Description
 Monthly Premium per \$100 of Covered Payroll

Item **09323-11--01-03 - 67% - LTD Insurance Administration - Fully Insured**

	2012	2013	2014	2015	2016
67% - LTD Insurance Administration - Fully Insured					

Delivery Location **Collin County**
0402 Human Resources
 2300 Bloomdale Road
 Suite 4117
 McKinney TX 75071
Qty 1

Description
 Monthly Premium rate per \$100 of Covered Payroll



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

Before commencing work vendor shall at there own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the COUNTY of Collin. Vendor shall furnish to the COUNTY of Collin Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating coverage's, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

- 3.1 Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal and Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- 3.2 Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- 3.3 Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
- 3.4 Professional Liability Insurance to provide coverage against any claim which the bidder and all persons engaged or employed by the bidder become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$5,000,000 per claim, \$5,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the COUNTY of Collin.

With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:

- 3.5 A waiver of subrogation in favor of COUNTY of Collin, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- 3.6 All insurance policies shall be endorsed to the effect that COUNTY of Collin will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- 3.7 All insurance shall be purchased from an insurance company that meets a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

4.0 GENERAL INFORMATION & SPECIFICATIONS

4.1 INTRODUCTION

Collin County is searching for a vendor to provide group benefits administration/insurance for Collin County's Short and Long Term Disability Programs.

Collin County is requesting vendors propose on both short term and long term disability services. Short term disability is to be proposed on a fully insured and an administrative services only basis. Long term disability is to be proposed on a fully insured basis. Collin County desires to partner with a vendor who demonstrates a commitment to helping Collin County meet our objectives. This RFP provides for a contract(s) commencing on January 1, 2012.

Collin County is a political subdivision of the State of Texas with positions in areas such as law enforcement, clerical, service/maintenance, skilled crafts, professional, technical and para-professional.

Collin County provides full-time employees short term and long term disability benefits at no cost to the employee. UnitedHealthcare is the current administrator for both short term and long term disability plans. Our short term disability plan is self-insured and our long term disability plan is fully-insured.

Active full-time employees, including elected officials, of Collin County are eligible to participate in the Collin County Short Term and Long Term Disability Programs. State, part-time, temporary, intern, contract employees, and volunteers are not eligible to participate.

Please see section 5.1 for additional information regarding each plan.

The following documents are attached for the offerors review:

1. 2011 Short and Long Term Disability Rates – Attachment A
2. 2008 STD Payments – Provided Upon Request
3. 2009 STD Payments – Provided Upon Request
4. 2010 STD Payments – Provided Upon Request
5. YTD 2011 STD Payments – Provided Upon Request
6. 2008 LTD Payments – Provided Upon Request
7. 2009 LTD Payments – Provided Upon Request
8. 2010 LTD Payments – Provided Upon Request
9. YTD 2011 LTD Payments – Provided Upon Request

4.2 CONDITIONS

4.2.1 Contract Term: The County wishes to enter into contract(s) for up to a five (5) year period. The County requests a minimum rate guarantee for three (3) years, with the option of annual renewals for the remaining two (2) years. Any offeror providing definable limits on future renewals may receive preference.

In your response clearly indicate the method of calculating the increase for each period. The

contract is to provide that changes in premium may only be instituted on a policy anniversary date and that the selected offeror must provide for notice of changes in premium at least one hundred and twenty (120) days before renewal.

If the offeror does not intend to continue the contract beyond the contract term, notification must be provided to Collin County a minimum of one hundred and twenty (120) days prior to contract termination.

4.2.2 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. The State of Texas statutes prohibits the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.2.3 Price Considerations: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

4.2.4 Changes in Services Provided: Collin County reserves the right to add or reduce any and all services provided. If such an addition or reduction occurs the offeror agrees that this change will not affect the prices of any of the remaining services provided.

4.2.5 Termination: Collin County reserves the right to cancel the contract at any time for any reason. If the contract is cancelled by Collin County, services will terminate after a thirty (30) day termination notice has been provided by Collin County.

4.2.6 Negotiations: Discussions may be conducted with responsible offerors who submit proposals determined to be possibly selected for award. All offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Offerors may be required to submit additional data during the process of any negotiations.

Collin County reserves the right to negotiate the price and any other term with the offerors.

Any oral negotiations shall be confirmed in writing prior to award.

4.2.7 Rejection of Proposals: Collin County may:

- waive any defect, irregularity or informality in any proposal;
- reject any proposal or any parts of any proposal;
- accept proposals from one or more offerors; or
- procure the services in whole or in part by other means.

4.2.8 Proposal Guidelines: Collin County will consider proposals from all responsible offerors. Under no circumstances should any employee of Collin County or any public official other than those indicated in this RFP, be contacted between the initial receipt of the RFP and the awarding of the contract. Failure to follow this requirement may result in an automatic disqualification of proposal. Current carriers, in conducting current business, may not reference the RFP to any County employee or official other than those indicated in this RFP.

4.2.8.1 Any coverage or services you cannot provide but are requested in this Request for Proposal, shall be disclosed in writing in the section labeled Deviations at the end of the proposal. Any deviations from this request are to be presented in writing to the Collin County Purchasing Department before the RFP deadline. If no deviations are listed it is understood that the offeror has agreed to all requests as listed in the RFP. The offeror will be held strictly responsible for all items contained in the specific requirements.

4.2.8.2 All offerors submitting proposals are expected to comply with federal, state, and local laws and regulations applicable to the plan design, services, and payments for services which are being proposed. All proposals submitted will be presumed to be in compliance with all applicable laws. The offeror is also expected to adjust the plan to comply with future laws.

4.2.8.3 Do not include commissions or overrides in your quoted rates and fees. No commissions will be paid by Collin County to any individual or organization. Disclose the amount of any fees you are paying to a third party.

4.2.8.4 Each provider may only submit one (1) proposal. Collin County will not accept multiple proposals from a provider (i.e. ABC Company and DEF Company cannot both submit an Aflac proposal). If multiple proposals are submitted, the proposal that is received first will be the proposal that is considered.

4.2.8.5 The offeror shall indemnify, hold, and save the County, their agents, officers and employees harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for harm suffered by an entity or person as a result of the negligent, reckless, or willful acts of omissions by the carrier, its officers, agents or employees.

4.2.8.6 The offeror shall state any and all costs outside of the monthly administration fees such as one time start up costs.

4.2.8.7 If there is a discrepancy between the responses on this RFP and the policy, the RFP responses will be the accepted responses.

4.3 SUBMISSION REQUIREMENTS

4.3.1 Submission of Proposal: To be considered, proposals must be received by October 27, 2011, in the Purchasing Department or via www.bidsync.com. All proposals shall be addressed to:

Collin County Purchasing Department
Attn: Sara Hoglund, CPPB, Contract Administrator

Collin County Administration Building
 2300 Bloomdale, Suite 3160
 McKinney, Texas 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL
 INSURANCE, DISABILITY, SHORT AND LONG TERM
 RFP NO. 09323-11

To achieve a uniform review process and to obtain a maximum degree of comparability, vendors may submit proposals via www.bidsync.com or if vendor chooses to submit manually Collin County requires that proposals be submitted with a master (marked original) and three (3) copies.

NOTE: If submitting manually, offeror shall submit in addition to the hard copies of the proposal, the proposer would also provide a CD copy. A Microsoft Word format is preferred.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department, Attn: Sara Hoglund, CPPB, Contract Administrator.

4.3.2 Clarification or objection to proposal specification: If any offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, they may submit to the Purchasing Department on or before FIVE DAYS PRIOR to the scheduled opening a request for clarification. All such requests for information shall be made in writing and the offeror submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Addendum duly issued. A copy of such RFP Addendum will be posted at www.bidsync.com.

4.3.3 Incurred Expenses: There is no expressed or implied obligation for Collin County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses. Collin County will consider proposals from all responsible offerors.

4.3.4 Schedule of Events

RFP released:	October 4, 2011
Deadline for submission of vendor questions:	October 21, 2011
Proposals due:	October 27, 2011
Vendor(s) selected contract approved:	November 28, 2011
Effective date of contract:	January 1, 2012

Collin County reserves the right to change the schedule of events as it deems necessary.

4.3.5 Required Documents: The following documentation must be submitted with the proposal. Please note that this section may not list all of the documentation that is required by the RFP. The offeror is cautioned to read the entire RFP to determine all requirements.

COLLIN COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.

All proposals are to include the following:

4.3.5.1 Title Page

Title page must show the RFP subject; the offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.

4.3.5.2 Transmittal Letter

A signed letter must briefly address the offeror's understanding of the Short Term and Long Term disability coverage being requested, the commitment to provide the services required and a statement explaining why the offeror believes itself to be best qualified to provide the services detailed within this RFP.

4.3.5.3 Financial Information

Please submit the following financial documents with your proposal:

- Copies of your last two (2) audited financials including balance sheets and income statements.
- Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.
- S/P, AM Best, and Weiss Ratings

4.3.5.4 Detailed Proposal

The detailed proposal must address the ability to provide services for each requirement as set forth in the Plan Administration Requirements and Questionnaire sections of this RFP. Options or alternatives to the requirements should be given as percentage(s) or dollar adjustment(s). You must submit your responses in the order that is provided.

4.3.5.5 Offeror References

The offeror must furnish the following reference information:

- Name, address, contact name, position of the individual in the organization, and telephone number for all clients, with at least 1,000 lives, who have terminated disability coverage with your organization in the last six (6) months. If there have been less than four (4) terminations in the last six (6) months, please provide information on the last four (4) terminated clients.
- Name, address, contact name, position of the individual in the organization, and

telephone number for all new clients, with at least 1,000 lives, who have added disability coverage with your organization in the last six (6) months. If there have been less than four (4) new clients in the last six (6) months, please provide information on the last four (4) new clients.

- Name, address, contact name, position of the individual in the organization, and telephone number for the three (3) top public sector clients based on employee size.

Collin County may contact or visit any listed representative to evaluate the services proposed.

4.3.5.6 Sample Policy

The offeror is required to submit with their proposal a sample policy that would be issued to Collin County if their proposal is selected. Please provide the specifics of your plan including the design and benefit coverages. Please ensure that the provided policy fully describes any and all limitations and exclusions that may result in non-payment of benefits.

Please clearly notate any changes that will need to be made on the sample policy. If there is a discrepancy between the responses on this RFP and the policy, the RFP responses will be the accepted responses.

4.3.5.7 Errors and Omissions Coverage

A copy of the offeror's errors and omissions coverage should be provided.

4.3.5.8 Offeror Staff

The offeror must provide a resume and other related data for each of the key personnel proposed to be assigned to Collin County's account. Information provided should accurately reflect the experience and expertise of the proposed staff, including the number of accounts managed, how many of those accounts are public sector, the location of the account manager and how many years of experience they have managing public sector accounts. Please note that Collin County reserves the right to have a new account manager assigned to our account at any time, for any reason.

4.3.5.9 Experience

Please detail the length of time your organization has provided disability insurance services.

4.3.5.10 Litigation

Identify by court and cause number any litigation against your organization, or in which your organization is a party, involving the same or similar services your organization would be providing to Collin County which have been filed in the last five years.

4.3.5.11 Additional Information

Offerors should submit information describing in detail their qualifications, experience, and capabilities. Brochures, fact sheets, etc. may be submitted as appropriate to describe capabilities, experience, or any other pertinent information. References and experience with contracts for similar scope of work will be seriously considered during the selection process.

Please include any additional information which may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining what is the best overall package for Collin County.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

4.4 EVALUATION PROCESS

4.4.1 Proposal Disclosure: In accordance with V.T.C.A. Local Government Code 262.030 (c), proposals will be opened so as to avoid disclosure of the contents to competing offerors. The contents will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after contract award. If identified by the offeror, and requested, information that qualifies as trade secrets and confidential information under the Texas Open Records Act will remain confidential.

4.4.2 Evaluation Factors: Collin County will consider many evaluation factors, of which price is only one factor. Offeror may be requested to make oral presentations on their respective proposals.

Factors	Points
Competitiveness of pricing and length of rate for services proposed	25
Capability/willingness to provide benefit plan as described in proposal	25
Financial stability and disability insurance coverage experience	20
Extent of electronic capability, such as electronic billing, enrollment, websites	15
Demonstrated effectiveness of services provided to other companies, including but not limited to references	15
Total	100

4.4.3 Award Information: The award of the contract shall be made to the responsible offeror(s) whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors in paragraph 4.4.2 above. Collin County reserves the right to award on an “all or none” or by “service or coverage” basis.

Prompt payment discounts will not be considered in determining low proposals and making awards.

In consideration of the proposals, Collin County reserves the right to select one or more acceptable offerors who offer contractual terms and conditions most favorable to Collin County.

Collin County reserves the right to award all or a portion of the RFP.

5.0 PROPOSAL RESPONSE

5.1 PLAN ADMINISTRATION REQUIREMENTS

Please provide written confirmation of your agreement to the requirements listed below. Any coverage or services you cannot provide but are requested in the Request for Proposal, must be disclosed in writing in the section labeled Deviations at the end of the proposal. If no deviations are listed in the section labeled Deviations, it is understood that the offeror has agreed to all requests as listed in the RFP. The offeror will be held strictly responsible for all items contained in the specific requirements.

5.1.1 The selected offeror will be responsible for all claims incurred on or after the effective date of January 1, 2012 and within the contract period. This includes any claims which occurred during the contract period but are filed after the contract has ended.

5.1.2 When the contract period ends the offeror is responsible for administering any ongoing short term and long term disability claims through to completion of each claim.

5.1.3 All covered employees shall not lose or gain benefits as a result of a change in insurance carriers. This is commonly referred to as “No loss/No gain.” No employee who is not actively at work due to leave, disability or worker’s compensation, will lose coverage as a result of the offeror becoming the new administrator. If you are unwilling to confirm this please explain why. It is imperative that any exclusions, limitations or any other deviation be clearly outlined and discussed. Proposals received with full protection – no limitations- will receive preference.

5.1.4 The offeror must provide coverage that includes all full-time employees regardless of “actively at work” status. Offeror must also provide coverage to “late entrants” into Collin County’s disability insurance plans, such as new hires.

5.1.5 Collin County’s definition of “actively at work” shall include the following:

- Employees at work on a full time basis, either at Collin County’s place of business or any other place Collin County may require them to go.
- Employees in a paid status such as PTO, CTO, jury duty, administrative leave or compensatory time
- Unpaid absences of one year or less in which the individual remains employed
- Employees who are on Family and Medical Leave
- Employees who are on disability leave
- Employees who are on leave through Workers’ Compensation
- Employees who have exhausted their Family and Medical Leave entitlement but are still receiving compensation from Collin County
- Employees on military leave

- Law Enforcement employees not actively at work but who remain employed as provided under Article 3, Section 52(e) of the Texas Constitution

5.1.6 The offeror will be fully responsible for the preparation and dissemination of any information to be sent to the IRS related to the benefits provided by this coverage. If penalties are assessed, because of incorrect or late filings by the offeror the offeror will be responsible for any such assessments and will hold the County harmless.

5.1.7 Offeror must cover any employees who are currently disabled but do not meet waiver of premium under the current carrier.

5.1.8 The offeror will be required, at any time during the contract/agreement, to supply the necessary current and historical data (as determined by Collin County) for inclusion in the next Request for Proposal at no cost to Collin County. Provision of such data will be provided according to the specifics requested by Collin County. The data must be provided within 15 business days of the request.

5.1.9 Collin County has a standard process for payment of all vendors which requires a sixty (60) day payment grace period from due date of payment. Payment may be made by either wire or check.

5.1.10 Collin County strives to accurately pay our bills in a timely manner. Should the offeror believe there is an outstanding balance the offeror shall research any outstanding balances to determine if the outstanding balance is truly owed before sending Collin County a notice of termination or non-payment. A detailed explanation of the outstanding balance must be provided in the termination/non-payment letter. The offeror must also provide Collin County twenty (20) days from the date the non-payment letter is received by Collin County to submit payment.

5.1.11 Any written communications regarding plan administration issues sent by the offeror to Collin County must be mailed within 2 days of the day listed on the letter.

5.1.12 The offeror must notify Collin County of any billing/payment issues within sixty (60) days in writing from the date the check was submitted to the offeror. Any billing/payment issues presented to the County after the sixty (60) day date will not be owed.

The offeror shall provide assigned specific representatives for Short Term claims and Long Term claims to the County to provide assistance with the settlement or status of claims. Assigned representatives shall respond within twenty-four (24) hours to each inquiry by County benefits staff.

5.1.13 The offeror shall not charge against the plan experience any claim payment not authorized under the plan (except those specifically authorized in writing by the County.) In the event of such an error, the offeror shall be responsible for all collections, plan reimbursement expenses and any legal expenses resulting from claim payments not authorized under the County's disability policy. In the event of a dispute regarding a claim it is the offeror's responsibility to pay any and all legal claims associated with such dispute.

5.1.14 If enrollment coverage is denied due to an unintentional error or omission on the part of

Collin County, the offeror will still provide enrollment coverage if coverage would have been provided had the unintentional error or omission not occurred.

5.1.15 The offeror shall provide a toll free number to Collin County administration and our employees to be used for claims or other service issues. Customer service representatives must be available to County employees between 8:00 am and 7:00 pm Central Standard Time Monday through Friday.

5.1.16 Collin County requires the right to approve all communications and correspondence prior to being sent to our employees. The offeror may not send any written materials, including SPD Booklets and certificates of coverage, to any employee without the review and approval by Collin County unless a prior written release has been received.

5.1.17 The offeror is responsible for preparing and providing to Collin County, for review and approval, a detailed administrative manual including procedural information on all agreed upon plan administration and claims procedures. Administrative manual should be submitted to Collin County within 60 days after contract becomes effective.

5.1.18 The offeror is also responsible for providing County employees training that is necessary to operate the offerors computer software. This also includes any other training such as report writing training that might be requested by the plan administrator. Any costs associated with training must be clearly listed in your response.

5.1.19 The offeror will be responsible for receiving and evaluating claims and the complete calculation of the benefits payable, including preparation and the drawing and mailing of checks.

5.1.20 Collin County self bills based upon our eligible employee count. The offeror must agree to accept Collin County's self billing each month. Any billing related documents must be provided in electronic format.

5.1.21 The offeror will be required provide the County with statistical reporting information on short term and long term disability claims. Please provide a copy of the specific reports you provide. Indicate how frequently each of these reports are processed and if it is possible for the County to log onto a secure web site and run these reports without assistance of the offeror.

5.1.22 The County will establish an Administrative Services Only (ASO) account and the offeror will be given the authority to draw funds for benefit payment from this account. The County will keep one week of funds, based upon previous claim levels, in the account.

5.1.23 Provide samples of your current short term and long term claim forms and any other pertinent forms. These forms should also be available in electronic format. The offeror must be able to make changes to their forms as requested by Collin County.

5.1.24 Please provide a detailed proposed timeline for each step of implementation that includes the action, the party responsible, member of your account team responsible for each action, and the proposed due date for completion of each action.

The offeror shall provide an administrative website that Collin County can access to perform tasks such as submit claims, check on claims status, paid claim summaries, including status of return to work efforts, and billing information. Is there a demo site available for review? If so, please provide the information for the County to access the demo site.

5.1.25 The offeror will be required to provide SPD booklets and certificates of coverage at no additional cost. Documents must be available in both printed and electronic formats. The offeror must be able to mail these documents directly to employees.

5.1.26 The offeror shall provide the County with statistical reporting information on claims. Separate reports must be available for both short term and long term disability claims. Reports should include, but are not limited to, the following: Claims Status, Most Recent Checks Issued, Claims to Pay, Claims in Non-Payment Status, Payment Detail, Benefits Paid by Diagnosis, and Claim Duration by Diagnosis. Please list any additional reports you provide. Please indicate how frequently each of these reports are processed and if it is possible for the County to log onto a secure web site and run these reports without assistance of the offeror.

5.1.27 Short term disability claims must be paid at least two (2) times per month and reported to the County before payment is made. Long term disability claims must be paid at least once a month.

5.1.28 Please confirm that you will provide ad hoc reports at no additional cost and/or that the County can run ad hoc reports from your website.

If the offeror must generate the requested reports, the offeror shall provide the reports, if necessary, on a timely basis, but in no case later than ten (10) working days after the request.

Should the nature of the additional reports warrant compensation beyond the bounds of this contract, the report shall be provided at a cost mutually agreeable between the County and the offeror. It is the offeror's responsibility to clearly communicate the cost of providing the requested report prior to producing the report. If the report is produced and the cost was not approved prior, Collin County will not be responsible for the cost of producing the report.

5.2 PLAN DESIGN

Listed below is the County's current plan design. Collin County requests the proposal(s) be made on the current plan design.

5.2.1 Short term and long term disability coverage becomes effective on the first day of the month following ninety (90) days of active service.

5.2.2 There are 1,454 employees enrolled in short term and long term disability.

5.2.1 Short Term Disability

Benefit	Coverage
Waiting Period – Sick	15 days
Waiting Period – Accident	15 days

Benefit Amount	67% of gross monthly income
Benefit Duration	26 weeks

5.2.2 Long Term Disability

Benefit	Coverage
Waiting Period	180 days
Benefit Amount	67% of gross monthly income to a maximum of \$10,000 a month
Benefit Duration	Determined by age when benefit begins, reduced benefits after age 65

5.2.3 Maximum Benefit Duration

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Age 61 or younger	To age 65, or 42 months, if longer
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

5.3 QUESTIONNAIRE

Instructions for completing questionnaire:

Answer all questions fully, clearly and concisely unless a specific question is inapplicable to the service you are proposing to provide.

Each response must immediately follow the respective question. Do not refer to other parts of your proposal for the answers.

You may not modify either the order or language of the question.

If you are unable to answer a question or the question does not apply, you should indicate either not applicable, or the reason why the question was not answered.

Any coverage or services you cannot provide but are referenced in the Request for Proposal, must be disclosed in writing in the section labeled Deviations at the end of the proposal. If no deviations are listed it is understood that the offeror has agreed to all requests as listed in the RFP. The offeror will be held strictly responsible for all items contained in the specific requirements.

5.3.1 General Questions

5.3.1.1 Please list and describe any programs that are available as part of your short term and long term disability programs. If there is a cost associated with the program please list the cost. In addition, please include any supplemental documents/brochures about the programs.

5.3.1.2 Please describe the procedures that are followed when a contract terminates. What additional penalties or charges would apply as a result of contract termination on the anniversary date? Off anniversary/early termination?

5.3.1.3 Please specify your average claim processing time as well as your claims processing and accuracy standards versus actual results. Can you provide statistics on this information based only on our organization?

5.2.1.4 Do you agree to offer Collin County the right to audit your organization's claim processing service, records and other relevant activity associated with its plan participants? Access to requested information should be provided within 15 days of the initial request. The results will help measure performance guarantees. Will you accept these findings? What restrictions, if any are related to the right to perform audits?

5.3.1.5 Describe any information and resources you will need from Collin County Human Resources or the insurance providers and provide the time frame in which you would need this information.

5.3.2 Disability Processes and Definitions

5.3.1.1 Describe any proactive return to work procedures used in your company. Describe

your determination of leave and continuation of leave procedures.

5.3.1.2 Describe your own occupation provision. Discuss in detail how this provision would impact an employee.

5.3.2.1 Please confirm that you are able to duplicate the County's existing benefits and document any deviations required in the deviations section. Are there any differences in your disability contract benefits, definitions, terms, and/or limitations? If so please highlight any benefits or provisions that do not match the existing plan.

5.3.2.2 Please describe how utilization review, conversion, waiver of premium, actively-at-work, rehabilitation, claim processing, customer service and reporting will be integrated for STD and LTD.

5.3.2.3 Do you currently administer any mandatory vocational or physical rehabilitation programs? If yes, please describe these programs in detail.

5.3.2.4 Please describe your procedures for investigation and determination of qualifying disabilities. Please state the anticipated percentage of Social Security awards. Explain the process your company uses to assist claimants to receive these awards. Detail the plans offsets with other benefits, including retirement plans.

5.3.2.5 How often will you investigate disability for certifying continuation of benefits? Please describe your utilization review guidelines in terms of length of expected illness by disability.

5.3.2.6 Describe the quality controls, auditing and peer review mechanisms in place for your claim processing departments. Do you use internal or independent/outside auditors? How frequently do the audits occur? What specifically is audited?

5.3.2.7 How do you avoid duplicate payments of the same claim? If duplicate payments or overpayments are made, what are your procedures for recovery of the overpayments or duplicate payments? How will Collin County be notified if an overpayment is made? Are there reports available that identify overpayments?

5.3.2.8 Do you have a fraud detection unit or program in place? If so, please describe. What percent of claims submitted were denied as a result of misrepresentation and/or fraud?

5.3.2.9 Does the plan limit coverage for mental health or any specific medical conditions? If so, provide details.

5.3.2.10 Describe the appeal procedures in place for plan participants. If a denial of benefits is made, you agree to provide both the County and the employee a written letter indicating the exact reason for the denial as well as the appeal process and timeframes.

5.3.2.11 Does a disability claim submission automatically generate a claim for waiver of premium? If not, please describe your process.

5.3.2.12 Do you offer partial disability payments? If so, please describe in detail.

5.3.2.13 Please detail what types of wages are included in the short term and long term disability calculations. In addition please detail the types of wages that are excluded from the short term and long term disability calculations.

5.3.2.14 Please describe the information that you will request from Collin County in order to process claims. If there is a specific form please provide a copy of the form. Please describe any additional information or materials you may require in order to process claims for payment.

5.3.2.15 Please indicate whether claimants can submit claims information via the internet. If available, describe the type of information that can be accessed/updated and the system security measures in place.

5.3.3 Financial Information

Please quote coverage at 67% and for a \$10,000 maximum.

6.1.3.1 Short Term Disability Insurance Administration- Claims Administration Only

Monthly Premium Rate Per Employee

	2012	2013	2014	2015	2016
67%	\$	\$	\$	\$	\$

6.1.3.2 Short Term Disability Insurance Administration- Fully Insured

Monthly Premium Rate Per \$100 of Covered Payroll

	2012	2013	2014	2015	2016
67%	\$	\$	\$	\$	\$

6.1.3.3 Long Term Disability Insurance Administration- Fully Insured

Monthly Premium Rate Per \$100 of Covered Payroll

	2012	2013	2014	2015	2016
67%	\$	\$	\$	\$	\$

5.4 PERFORMANCE GUARANTEES

The following are the performance guarantees Collin County is proposing for the short term and long term disability plans. Please review carefully, and note in writing in the deviations section of the

RFP any areas with which you do not agree. Alternate standards will be reviewed if submitted with quote. The following standards will become part of the contract unless changes are agreed to by both parties. The following standards are to be measured on an ongoing basis for only Collin County business.

STD Performance Guarantees

STD Claim Service - 90% of STD claims processed within thirty (30) days from the date of receipt of claim application. The remaining 10% must be processed within sixty (60) days from the date of receipt of claim application.

STD Claim Service - 90% of all calls received from Collin County employees must be returned within the 4 business hour response period. The remaining 10% must be returned within 6 business hours.

Measurement: The offeror will prepare quarterly service summary reports for the immediately preceding calendar quarter within sixty (60) days after the end of that quarter. These reports will be based on the service results of the performance guarantees listed above.

Refund: The offeror will refund to Collin County \$5,000 for each of the claims performance guarantees not met on a yearly basis. Should a refund be necessary, it will be made no later than sixty (60) days after the end of the contract year.

LTD Performance Guarantees

LTD Claim Service - 90% of LTD claims processed within thirty (30) days from the date of receipt of claim application. The remaining 10% must be processed within sixty (60) days from the date of receipt of claim application.

LTD Claim Service - 90% of all calls received from Collin County employees must be returned within the 4 business hour response period. The remaining 10% must be returned within 6 business hours.

Measurement: The offeror will prepare quarterly service summary reports for the immediately preceding calendar quarter within sixty (60) days after the end of that quarter. These reports will be based on the service results of the performance guarantees listed above.

Refund: The offeror will refund to Collin County \$5,000 for each of the claims performance guarantees not met on a yearly basis. Should a refund be necessary, it will be made no later than sixty (60) days after the end of the contract year.

5.5 DEVIATIONS

Instructions for completing section

Please complete the following worksheet listing any and all deviations from the information requested in the RFP. Attach additional pages as needed. If no deviations are listed it is

understood that the offeror has agreed to all requests as listed in the RFP.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Limited Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Corporation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other <input type="text"/>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

	2008	2009	2010	2011
Short Term Disability Rate	\$2.25	\$1.91	\$1.91	\$1.91
Long Term Disability Rate	.367/\$100	.250/\$100	.250/\$100	.250/\$100

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<p>2 <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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> ▲ ▼ </div> </div>	
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> ▲ ▼ </div> </div>	

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #09323-11 - Insurance, Disability, Short & Long Term

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.