



RFP 2015-316

**Insurance, Stop Loss
(Medical and Pharmacy)**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, October 22, 2015** for competitive proposals on **Insurance, Stop Loss (Medical and Pharmacy) RFP No. 2015-316**. Proposers should use unit pricing. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net/Login.aspx>. Sealed proposals will be opened on **Thursday, October 22, 2015 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, October 1, 2015** and **Thursday, October 8, 2015**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: September 8, 2015
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Geraldine Osinaike, CPPO,
CPPB Senior Buyer
Email gosinaike@co.collin.tx.us
Phone (972) 548-4107
Fax (972) 548-4694

Bid Number 2015-316
Title Insurance, Stop Loss (Medical and
Pharmacy)

Bid Type RFP
Issue Date 09/29/2015
Close Date 10/22/2015 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Geraldine Osinaike, CPPO, CPPB
Senior Buyer

Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4107
Fax (972) 548-4694
Email gosinaike@co.collin.tx.us

Ship to Information

Address 2300 Bloomdale Rd.
Ste. 4117
McKinney, TX 75071

Contact
Department Human Resources
Building Admin. Building
Floor/Room Ste. 4117
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____
Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

Bid Activities

Date	Name	Description
10/15/2015 1:00:00 AM	Do you intend to submit a proposal?	
10/15/2015 3:00:00 PM	To submit questions	Sending email to gosinaike@co.collin.tx.us Until 10/15/15 at 3:00 pm

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract_Proposals

Header	Insurance_Requirements.pdf	Minimum Insurance Requirements
Header	2016 Stop Loss RFP 2015-316 Final 9-15.docx	Specification
Header	CIQ-New-2015 (1).pdf	Conflict of Interest Questionnaire_2015
Header	W-9 Rev Dec 2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the bid specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Cooperative Contracts	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 inter-local 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? Valid Responses: [Please Select], Yes, No	_____ (Required)
3	Preferential Treatment	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). 1. Is your principal place of business in the State of Texas? 2. If your principal place of business is not in Texas, in which State is your principal place of business? 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4. If your state favors resident bidders, state by what dollar amount or percentage.	_____ (Required)

- 4 Debarment Certification I certify that neither my company nor an owner or principal _____ (Required)
of my company has been debarred, suspended or
otherwise made ineligible for participation in Federal
Assistance programs under Executive Order 12549,
"Debarment and Suspension," as described in the Federal
Register and Rules and Regulations.
- Please initial.
- 5 Immigration and Reform Act I declare and affirm that my company is in compliance with _____ (Required)
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 by Collin County.
- Please initial.
- 6 Bidder Survey In order to better serve our bidders, the Collin County _____ (Required)
Purchasing Department is conducting the following survey.
We appreciate your time and effort expended to submit
your bid. Should you have any questions or require more
information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan
Room, Collin County eBid Notification, Collin County
Website
- 7 Proposer Acknowledgement Proposer acknowledges, understands the specifications, _____ (Required)
any and all addenda, and agrees to the proposal terms
and conditions and can provide the minimum requirements
stated herein. 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
Proposal submittal resulting from Proposer's failure to do
so. Proposer acknowledges the prices submitted in this
Proposal have been carefully reviewed and are submitted
as correct and final. If 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 Request for Proposal.
- Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1		Please upload your proposal.	\$_____

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

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 ionWave Technologies, Inc. (Collin County eBid) 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 submittal may not be withdrawn or canceled by the 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 Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin 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 RFP/CSP, 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 a Request for Proposal or 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 Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/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. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP 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 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 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.

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 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 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 RFP/CSP 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 proposal price. All components required to render the item complete, installed and operational shall be included in the total 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 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 proposal submission and time of award, the 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/Enginner 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 RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

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

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$5,000,000

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

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

- 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 GENERAL INFORMATION & SPECIFICATIONS

4.1 INTRODUCTION

Collin County is requesting vendors to propose medical (including pharmacy) stop loss insurance which will provide coverage to all members covered by Collin County's self-funded health plan. Collin County desires to partner with vendors who demonstrate a commitment to helping Collin County meet our objectives.

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 has been self-funded for over 14 years. The medical plan year is January 1st through December 31st. UnitedHealthcare is the current administrator of our medical and pharmacy plan. We do not provide for out-of-network benefits except for lasik, emergency room care, vision, and outpatient mental health benefits. Collin County is committed to self-funding employee benefit plans and keeping our benefit program financially sound. Currently, pharmacy benefits are covered under our medical plan. We will bid pharmacy separately for 2016.

Our current stop loss coverage is a \$100,000 12/12 specific plan beginning January 1st and ending December 31st. There is no aggregate coverage currently in place. VOYA is the current administrator for our stop loss coverage.

There are 1,389 total participants (1,378 are employees, 5 are retirees, and 6 are COBRA participants) enrolled in the medical insurance as of June 30, 2015. Coverage is broken down into the following categories:

- Participant only: 498
- Participant and child: 266
- Participant and spouse: 211
- Participant and family: 414

These participants insure another 1,893 individuals as either a spouse or dependent child(ren). Collin County currently offers eligible employees and retirees the option to enroll in the Advantage (basic) or the Advantage Plus (premium) medical plans. Both plans cover the majority of the same services but have different co-payments, co-insurance amounts, deductibles and out-of-pocket maximums. For retirees over the age of 65, Medicare is considered primary and Collin County is secondary. We do not pay secondary coverage for dependents.

Collin County has implemented various cost control methods such as;

- removing out-of-network coverage,
- implementing emergency room co-pays,
- utilizing an on-site nurse liaison who uses confidential resources/claims data to identify and work with members who have, or will have, large claim costs or diseases that may be prevented or reduced through disease management programs or by improving employee

- engagement in health and wellness programs, and
- offering wellness premium discounts and/or lump sum payments to participants that complete specified wellness requirements.

The following documents are attached for the offerors review:

1. Attachment A - 2013 Dual Plan Summary
2. Attachment B - 2014 Dual Plan Summary
3. Attachment C - 2015 Dual Plan Summary
4. Attachment D - 2012 Medical Plan Employee Premiums
5. Attachment E - 2013 Medical Plan Employee Premiums
6. Attachment F - 2014 Medical Plan Employee Premiums
7. Attachment G - Policy Data- Advantage Plan
8. Attachment H - Policy Data- Advantage Plus Plan
9. Attachment I - Retiree and COBRA Medical Census
10. Attachment J - Active Employee Medical Census
11. Attachment K - 2012 Large Claim Loss with Diagnosis
12. Attachment L - 2013 Large Claim Loss with Diagnosis
13. Attachment M - 2014 Large Claim Loss with Diagnosis
14. Attachment N - 2015 Large Claim Loss with Diagnosis (01/01/2015 - 07/31/2015)

4.2 CONDITIONS

4.2.1 Contract Term: The County will enter into an agreement beginning January 1, 2016, through December 31, 2016, with the option to extend for one (1) additional one (1) year period.

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 prohibit 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 negatively 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 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. 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: 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 service that will not be provided but is requested in this request for proposal, shall be disclosed in writing in the section 5.3 Deviations at the end of the proposal and shall reference the section number listed in the RFP. It is imperative that any exclusions, limitations, or any other deviations be clearly outlined and detailed. If no deviations or alternate responses are listed, it is understood that the offeror has agreed to all requests as listed in the RFP even if discrepancies are listed in other sections. The offeror will be held strictly responsible for all items contained in the specific requirements. The RFP answers supersede any final contract requirement if there is a variance between the two. Proposals with no limitations may receive preference.

4.2.8.2 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. 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 legislation.

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 that are being paid.

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 a UnitedHealthcare proposal). If multiple proposals are submitted, the proposal that is received first will be the proposal that is considered.

4.2.8.5 A broker or consultant may provide multiple proposals from different insurance companies. However, each insurance company's proposal must be provided in its own paper or digital format separate from any other proposals that the broker or consultant may provide and must include the references and all required data for each insurance company.

4.2.8.6 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.

4.2.8.7 The offeror shall state in section 5.2.4.3 any and all costs outside of the monthly administration fees such as one time startup costs.

4.2.8.8 The contract shall reflect the intent of this RFP. Even if the contract does not address an issue covered by the RFP, terms and commitments agreed to in the RFP will be applicable.

4.2.9 County Assertion of Estimates: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.

4.2.10 Samples/Demos: When requested, samples/demos shall be furnished at no expense to Collin County.

4.2.11 Offeror Communication: Offerors are prohibited from communicating directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.

further.

4.2.13 Audits and Records: The offeror agrees that at any time during normal business hours, and as often as the county may deem necessary, the offeror shall make available to representatives of the county for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the county to audit, examine, copy, and make excerpts or transcripts from such records, and to make audits of all claims and other data related to all matters covered by the resulting contract all for a period of three (3) years from the date of final settlement of contract or longer period, if any, as may be required by applicable statute or other lawful requirements.

4.2.14 Confidentiality: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as "draft" and is not subject to the Texas "Public Information Act", Texas Government Code Chapter 552. After approval by

Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Public Information Act". If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it "Proprietary Information". The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

4.2.16 Binding Effect: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County's RFP, the offeror's proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.

4.3 SUBMISSION REQUIREMENTS

4.3.1 Submission of Proposal: To be considered, proposals shall be received by 2:00 p.m. October 22, 2015 in the Purchasing Department or via <https://collincountytx.ionwave.net/Login.aspx> .

All hardcopy proposals shall be addressed to:

Collin County Purchasing Department
Attn: Geri Osinaike, Senior Buyer
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, STOP LOSS (MEDICAL AND PHARMACY)
RFP NO. 2015-316

To achieve a uniform review process and to obtain a maximum degree of comparability, vendors may submit proposals via <https://collincountytx.ionwave.net/Login.aspx> or if vendor chooses to submit manually Collin County requires that proposals be submitted with a master (marked original) and three (3) copies. Proposals must include page numbers. Collin County prefers that each section be appropriately tabbed and labeled.

NOTE: If submitting manually, offeror shall submit, in addition to the hard copies, a CD copy. 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 or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.

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 questions to the Purchasing Department by sending email to gosinaike@co.collin.tx.us on or before SEVEN DAYS PRIOR to the date the bids are due. 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 <https://collincountytx.ionwave.net/Login.aspx>.

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:	September 29, 2015
Deadline for submission of vendor questions:	October 15, 2015 at 2:00 p.m.
Proposals due:	October 22, 2015 at 2:00 p.m.
Vendor(s) selected contract approved:	November 5, 2015 estimated
Effective date of contract:	January 1, 2016

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, email 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 medical stop loss services 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 and AM Best 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 RFP. 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, email, phone number, position of the contact in the organization, and telephone number for five (5) clients, with at least 1,000 lives, who have terminated stop loss coverage with your organization in the last six (6) months. If there have been less than five (5) terminations in the last six (6) months, please provide information on the last five (5) terminated clients.

Name, address, contact name, email, phone number, position of the contact in the organization, and telephone number for five (5) new clients, with at least 1,000 lives, who have added stop loss coverage with your organization between January and May of this year. If there have been less than five (5) new clients in this time frame, please provide information on the last five (5) new clients.

Name, address, contact name, email, phone number, position of the contact in the organization, and telephone number for three (3) existing stop loss clients, with at least 1,000 lives, and with three (3) or more year's history with the offeror.

Name, address, contact name, email, phone number, position of the contact 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 shall submit with their proposal a sample of the policy that would be issued to Collin County if their proposal is selected. Please ensure that the provided policy fully describes any and all limitations and exclusions that may result in non-payment of benefits or alters any subrogation proceeds disbursement agreement contrary to the subrogation disbursement agreement set forth in paragraph 5.1.13.

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 and control over any policy language.

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 résumé 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 and how many years of experience they have managing public sector accounts. Offeror agrees that Collin County may 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 medical stop loss insurance services.

4.3.5.10 Litigation

Identify by court and case 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 three (3) 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 STATEMENT OF WORK

Proposers should fully answer each question, giving complete information. Provide a response directly after each item. Do not skip items. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, so state and give the reason. Responses of “not applicable” or “exception taken” must be detailed in section 5.3, labeled Deviations. If a response of “not applicable” or “exception taken” is not detailed in section 5.3, Deviations, the response will be considered as confirmed even if it is listed elsewhere as an exception.

4.5 EVALUATION PROCESS

The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with Vernon’s Texas Code Annotated, Local Government Code 262.030.

The evaluation committee will review all proposals received by the proposal due date as part of a documented evaluation process. For each decision point in the process, the county will evaluate offerors according to specific criteria and will elevate a certain number of offerors to compete against each other.

Plan design, willingness to provide services that meet county needs such as no carve outs, no lasering, and no excluded medical conditions or treatments, support, integration with county and other vendor services, and adaptability to new legislation, processes, and customer requirements will be extremely important in the evaluation/decision process. A strong track record for accurate and timely delivery of services to organizations comparable in size to Collin County, Texas, will be a significant factor in the award process.

The county reserves the right to determine the suitability of proposals on the basis of all of these criteria.

The county will use a competitive process based upon “selection levels”. The county recognizes that if an offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate another offeror that was not elevated before. The selection levels are described in the following sections.

Level 1 - Procurement Requirements Assessment

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the county, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The evaluation committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Factors	Points
Competitiveness of pricing for services proposed	35
Plan design and the willingness to provide services that meet county needs, including our desire not to carve out or laser employees or exclude medical conditions or treatments that are covered under our medical plan	30
Financial stability and stop loss coverage experience	20
Customer service and claims turnaround time	5
Demonstrated effectiveness of services provided to other companies, including but not limited to references	10
Total	100

Level 3 - Demonstrations and Interviews

The evaluation committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the evaluation committee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The county reserves the right to bypass Level 3 in the evaluation process and move directly to Discovery Sessions.

Level 4 – Discovery Sessions/Best and Final Offer

Offerors elevated to Level 4 will be asked to respond in writing to issues and questions raised by the county, as well as any other cost and implementation planning considerations in the proposal,

and may be invited to present their responses on-site. The county may choose to do site visits during this stage.

Based on the information collected in this phase, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the county, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

5.0 PROPOSAL RESPONSE

5.1 PLAN ADMINISTRATION REQUIREMENTS

Please provide written confirmation of your agreement to the requirements listed below. Any coverage or service you cannot provide but is requested in the request for proposal, must be disclosed in writing in the section 5.3 labeled Deviations at the end of the proposal. If no deviations are listed in the section 5.3 labeled Deviations, it is understood that the offeror has agreed to all requests as listed in the RFP even if discrepancies are listed in other sections. 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 that exceed the specific stop loss amount on or after the effective date of January 1, 2016, and within the contract period. All covered employees and their dependents shall not be adversely affected by a change in insurance carriers.

5.1.2 It is imperative that any exclusion, limitations or any other deviation be clearly outlined and discussed. Proposals received with full protection – no limitations – will receive preference.

5.1.3 The offeror must provide coverage that includes all employees and dependents regardless of “active at work” status, including retirees and their dependents and COBRA participants and their dependents. Offeror must also provide coverage to “late entrants” into Collin County’s health plans, such as new hires and those employees or dependents who experience a qualifying life event.

5.1.4 Stop loss coverage will include the following:

- All employee participants and their covered dependents.
- COBRA and Retiree participants and their covered dependents.
- Employees who did not continue coverage while on military or FMLA leave but have since returned to work and are covered under the medical plan (These employees are not required to wait an additional 59 days for coverage when they return to work).
- Employees on family and medical leave.
- Employees continuing coverage while on military leave.
- COBRA participants who do not receive a timely election notice.
- Employees whose FMLA time is not started on time due to administrative error. If such a situation occurs, the offeror will count FMLA time from the date the

- employee was actually placed on FMLA.
- Adult children to age 26 as mandated by the Patient Protection and Affordable Care Act (PPACA).
 - Any coverage required by state or federal law.

5.1.5 Collin County does not carve out or laser groups or individuals. In addition, there should be no limitations for specific illnesses, physical conditions or modifications of the stop loss amount for a specific insured.

5.1.6 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), such as large claim reports and 50% reports, 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.

5.1.7 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.

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

5.1.9 The offeror must notify Collin County of any billing/payment issues within 120 days in writing from the date the check was submitted to the offeror. Any billing/payment issues presented to the County after the 120-day date will not be reviewed or owed.

5.1.10 A notice of cancellation due to error, omission, or payment issue requires a detailed explanation and at least twenty (20) days for Collin County to remedy the situation.

5.1.11 The offeror must agree to reimburse Collin County for 100% of covered medical and pharmacy expenses paid by our third party administrator over the stop loss amount, subject to applicable plan design. If the offeror decides to reimburse Collin County for any amount less than 100% of covered medical expenses, a written statement detailing the adjustments and the reason for the adjustments must be submitted to Collin County for approval.

5.1.12 If coverage is denied due to an unintentional error or omission on the part of Collin County, the offeror will still provide coverage if coverage would have been provided had the unintentional error or omission not occurred.

5.1.13 The offeror agrees that Collin County shall recover its full self-insured amount of \$100,000 before any recovered subrogation proceeds are distributed to the offeror.

5.1.14 Offeror must be able to work with any currently designated or future third party administrator and pharmacy benefit manager. Our current third party administrator for both medical and pharmacy is UnitedHealthcare. Submitted reimbursement claims must be processed within 15 days and paid within 30 days from the date of receipt from our third party administrator. In no case shall a claim be over 45 days old.

5.1.15 The offeror is responsible for providing County employees training that is necessary to run reports through the employer website. This also includes any other training related to the stop loss provider that might be requested by the plan administrator. Any costs associated with training must be clearly listed in your response.

5.1.16 Annual renewal rates must be provided to Collin County a minimum of 120 days prior to each renewal.

5.1.17 The offeror agrees that any changes in eligibility or benefits mandated by the Patient Protection and Affordable Care Act (PPACA) or other legislation that is effective during the period of this policy will be accepted by the offeror.

5.1.18 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.

5.2 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. 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.

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.

5.2.1 General Questions

5.2.1.1 Is your stop loss coverage experience-rated or pooled? Please explain your renewal methodology.

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

5.2.1.3 Three months prior to fiscal year end, September 30, will you provide a preliminary accounting on pending claims?

5.2.1.4 Do you agree not to give away or sell employee data, even “de-identified” data, with or without employee consent?

5.2.2 TPA Coordination Questions

5.2.2.1 Please provide a specific outline detailing how your services will coordinate with our health care third party administrator and our pharmacy benefit manager (PBM).

5.2.2.2 Please describe any data/reports that you would require from our third party administrator or our pharmacy benefit manager in order to process claims. Please provide the timeframes in which you would need to receive the information.

5.2.2.3 Please describe the information that you will request from Collin County, the designated third party administrator or the pharmacy benefit manager, 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.

5.2.2.4 Do you have the capability for electronic data interchange? Please list any third party administrator or pharmacy benefit manager with whom you cannot exchange electronic data.

5.2.2.5 Please list third party administrators your organization currently works with and how many accounts you currently have who utilize your stop loss coverage with each.

5.2.3 Plan Design/Administration

5.2.3.1 Define “paid claim” as covered under your policy and the period of coverage.

5.2.3.2 Are any claims that are paid during the initial 12 month period excluded from the policy? If so please describe those claims in detail.

5.2.3.3 Please describe any limitations/exclusions you may have regarding filing a claim for reimbursement.

5.2.3.4 Describe the circumstances in which a claim may be denied and the criteria used in making that determination.

5.2.3.5 Please indicate the percent of your accounts that are redlined, lasered or have a modification of the stop loss amount for a specific insured.

5.2.3.6 Please describe the mechanics for reimbursement, explain where claims are paid and identify who is ultimately responsible for determining whether or not reimbursement is due.

5.2.3.7 Provide the average length of time taken to process a claim, once received, based on all current claims in the last year.

5.2.3.8 Do you agree to offer Collin County the right to audit your organization’s records and other relevant activity associated with its plan participants?

5.2.3.9 Please describe any plan limitations in your 12/12 and 12/15 contracts.

5.2.3.10 Describe the information you will need from Collin County in order to properly administer our account.

5.2.4 Financial Information

5.2.4.1 The requested quote for specific stop loss is for a \$100,000, 12/12 and 12/15 incurred and paid contract. In addition, please quote a specific stop loss for a \$150,000, \$200,000, 12/12 and 12/15 contracts.

Self-Funded Medical	Option #1	Option #2	Option #3	Option #4	Option #5	Option #6
Specific Amount	\$100,000	\$100,000	\$150,000	\$150,000	\$200,000	\$200,000
Contract Basis	12/12	12/15	12/12	12/15	12/12	12/15
Rates Per Employee Per Month						

5.2.4.2 Provide a do not exceed rate for each of the options listed above. Any increase to the rates provided in 5.2.4.1 may not exceed the do not exceed rate. A rate increase may not be accepted by Collin County unless the offeror can demonstrate a direct correlation to the claims information provided by Collin County.

5.2.4.3 Provide any and all costs outside of the monthly administration fees such as one time startup costs.

Description	Fee	Notes

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

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

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

Yes No

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

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 interest of one percent or more?

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
					-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.