



COLLIN COUNTY

**INSURANCE, STOP LOSS FOR MEDICAL AND
PHARMACY**

RFP 2016-297

**Geri Osinaike, Senior Buyer
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4107 (F) 972-548-4694
gosinaike@co.collin.tx.gov**

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 means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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 27, 2016** for competitive proposals on **Insurance, Stop Loss for Medical and Pharmacy, RFP No. 2016-161**. 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: via <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, October 27, 2016 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 13, 2016** and **Thursday, October 20, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: October 11, 2016
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 2016-297
Title Insurance, Stop Loss for Medical
and Pharmacy

Bid Type RFP
Issue Date 10/11/2016
Close Date 10/27/2016 02:00:00 PM (CT)

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

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature _____

Date ____ / ____ / ____

Bid Notes

Please login to view documents. Any questions related to this RFP shall be directed to Geri Osinaike, gosinaike@co.collin.tx.us.

Bid Activities

Date	Name	Description
10/20/2016 02:00:00 PM (CT)	Deadine to Submit Qustions	Deadline to Submit Questions October 20, 2016 at 2:00pm. Send all questions to Geri Osinaike, gosinaike@co.collin.tx.us
10/20/2016 02:00:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit a proposal? NOTE: All items under the ATTRIBUTES TAB need to be completed before system completes final submission.

Bid Messages

Bid Attachments

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

Line	Filename	Description
Header	Legal Notice Insurance Stop Loss 2016-297.docx	Legal Notice
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract - Proposals
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Stop Loss Final 9-26.docx	RFP Specification
Header	HB23 CIQ 2016-297.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Subcontractors	<p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p>	_____ (Required)
5	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
6	Reference No. 2	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)

- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 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. _____ (Required)
- 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
- 9 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). _____ (Required)
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.
- 10 Debarment Certification I certify that neither my company nor an owner or principal 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. _____ (Required)
- Please initial.

- 11 Immigration and Reform Act _____ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 12 Disclosure of Certain Relationships _____ (Required)
- Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.
- By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- Please initial.
- 13 Disclosure of Interested Parties _____ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 14 Notification Survey _____ (Required)
- In order to better serve our offerors, the Collin County 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, Plano Room, Collin County eBid Notification, Collin County Website, Other

15 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	each	Option #1 Specific Amount \$100,000, Contract Basis 12/12, Rates Per Employee Per Month.	\$ _____ (Required) Price

Supplier Notes: _____

2	1	each	Option #2 Specific Amount \$100,000, Contract Basis 12/15, Rates Per Employee Per Month.	\$ _____ (Required) Price
---	---	------	--	---------------------------------

Supplier Notes: _____

3	1	each	Option #3 Specific Amount \$150,000, Contract Basis 12/12, Rates Per Employee Per Month.	\$ _____ (Required) Price
---	---	------	--	---------------------------------

Supplier Notes: _____

4	1	each	Option #4 Specific Amount \$150,000, Contract Basis 12/15, Rates Per Employee Per Month.	\$ _____ (Required) Price
---	---	------	--	---------------------------------

Supplier Notes: _____

5	1	each	Option #5 Specific Amount \$200,000, Contract Basis 12/12, Rates Per Employee Per Month.	\$ _____ (Required) Price
---	---	------	--	---------------------------------

Supplier Notes: _____

6 1 each Option #6 Specific Amount 200,000, Contract Basis 12/15,
Rates Per Employee Per Month.

\$ _____
(Required)
Price

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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 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).

2.11.2 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).

2.12 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.

2.13 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.

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

2.15 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.

2.16 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.

2.17 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.

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 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.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 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.
- 2.30 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.

2.31 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.

2.32 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.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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/Engineer may determine.

2.34.2 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.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

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: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

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

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 EVALUATION CRITERIA AND FACTORS

- 4.1 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 Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections. The County reserves the right to determine the suitability of proposals on the basis of all of these criteria.

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. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

- 4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Response to Section 6.0

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

- 4.1.2 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	30
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	15
Total	100

Level 3 - Demonstrations and Interviews

The evaluation committee may hear oral presentations and/or interviews from selected offerors that have been elevated to Level 2 (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.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
50	Demonstration/Interview
50	Response to clarification questions and response to the RFP

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. Proposals will be re-evaluated based upon Criteria in level 2, and level 3 if requested.

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 SPECIAL CONDITIONS AND SPECIFICATIONS

5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received for RFP No. 2016-297 Insurance, Stop Loss for Medical and Pharmacy.

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for Insurance, Stop Loss for Medical and Pharmacy for Collin County.

5.2 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.

Preferred 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.

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 15 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; however, pharmacy and medical benefits are bid separately and may be provided by different companies in the future.

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 1420 total participants (1409 are employees, 3 are retirees, and 8 are COBRA participants) enrolled in the medical insurance as of August 31, 2016. Coverage is broken down into the following categories:
- Participant only: 533
- Participant and child(ren): 256
- Participant and spouse: 213
- Participant and family: 418

These participants insure another 1929 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
- using a limited network for pharmacy claims
- 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
- offering wellness premium discounts and/or lump sum payments to participants that complete specified wellness requirements including an annual physical and cholesterol screening.

The following documents are attached for the offeror's review:

1. Attachment A - 2016 Dual Plan Summary
 2. Attachment B - 2016 Medical Plan Employee Premiums
 3. Attachment C - Policy Data- Advantage Plan
 4. Attachment D - Policy Data- Advantage Plus Plan
 5. Attachment E - Participant Medical Census
 6. Attachment F - Active Employee Census
 7. Attachment G - 2013 Large Claim Loss with Diagnosis
 8. Attachment H - 2014 Large Claim Loss with Diagnosis
 9. Attachment I - 2015 Large Claim Loss with Diagnosis
 10. Attachment J - 2016 Large Claim Loss with Diagnosis (01/01/2016 - 07/31/2016)
- 5.3 Term: The County will enter into an agreement beginning January 1, 2017, through December 31, 2017, with the option to extend for one (1) additional one (1) year period.
- 5.4 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 gოსinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.
- 5.5 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.
- 5.6 Price Reduction: 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.

- 5.11 Approximate Value: The estimated value of this contract is \$1.9M. Approximate value does not constitute an order.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 Rejection of Proposals:
- 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
- 5.16 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.
- 5.17 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>.

- 5.18 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.
- 5.19 Offeror's approach to: Preferred Plan design, willingness to provide services that meet County needs, such as no carve outs, no laserling, 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.

5.20 PROPOSAL SCHEDULE

RFP released:	October 11, 2016
Deadline for submission of vendor questions:	October 20, 2016 at 2:00 p.m.
Proposals due:	October 27, 2016 at 2:00 p.m.
Vendor(s) selected contract approved:	November 2016 estimated
Effective date of contract:	January 1, 2017

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

5.21 PURPOSE/SCOPE OF SERVICE

PLAN ADMINISTRATION REQUIREMENTS

- 5.21.1 The selected offeror will be responsible for all claims incurred from the Collin County medical and prescription plans that exceed the specific stop loss amount on or after the effective date of January 1, 2017, and within the contract period. All covered employees and their dependents shall not be adversely affected by a change in insurance carriers.
- 5.21.2 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.
- 5.21.3 The offeror must provide coverage that includes all employees and dependents regardless of “active at work” status, retirees and their dependents and Consolidated Omnibus Budget Reconciliation Act (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.

5.21.4 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.

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

5.21.6 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.

5.21.7 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.

5.21.8 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.

5.21.9 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.

5.21.10 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.

5.21.11 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.

- 5.21.12 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.
- 5.21.13 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.
- 5.21.14 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.
- 5.21.15 The offeror agrees to provide ad hoc reports at no additional cost and/or that the County can run ad hoc reports from the offeror's website. If reports can be run through the offeror's website, the offeror is responsible for providing County employees training that is necessary to run those reports. Any costs associated with training must be clearly listed in your response. 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.
- 5.21.16 Annual renewal rates must be provided to Collin County a minimum of 120 days prior to each renewal.
- 5.21.17 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.

5.22 PROPOSAL GUIDELINES

- 5.22.1 Any coverage or service that will not be provided but is requested in this request for proposal, shall be disclosed in writing in Section 7.0 Deviations at the end of the proposal and shall reference the section number listed in the RFP. It is imperative that any exclusion, 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 receive preference.
- 5.22.2 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.
- 5.22.3 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.
- 5.22.4 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.

- 5.22.5 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.
- 5.22.6 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.
- 5.22.7 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.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in Section 5.21, 5.22 and Sections 6.0 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. 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", offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

- 6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.
 - 6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred and must be searchable.
 - 6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals with a master (marked original) and four (4) copies shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

- 6.2 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.
- 6.3 TRANSMITTAL LETTER: 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.
- 6.4 FIRM OVERVIEW
 - 6.4.1 A descriptive background of your company's history.
 - 6.4.2 State your principal business location and any other service locations.
 - 6.4.3 What is your primary line of business?
 - 6.4.4 How long have you been selling product(s) and/or providing services(s)?
- 6.5 FINANCIAL INFORMATION: submit the following financial documents with your proposal:
 - 6.5.1 Copies of your last two (2) audited financials including balance sheets and income statements.
 - 6.5.2 Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.
 - 6.5.3 S/P and AM Best ratings
- 6.6 DOCUMENTATION OF PROPOSAL:

The detailed proposal must address the ability to provide services for each requirement as set forth in the RFP. Offeror shall follow format outlined in Section 6.0 when submitting responses. You must submit your responses in the order that is provided, this information SHALL include:

 - 6.6.1 Respond to General Questions in section 5.21 and 5.22. Offeror shall provide a response for each of the items in order and include item numbers in response.
- 6.7 RESPONSE QUESTIONNAIRE:
 - 6.7.1 General Questions
 - 6.7.1.1 Is your stop loss coverage experience-rated or pooled? Please explain your renewal methodology.
 - 6.7.1.2 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?
 - 6.7.1.3 Three months prior to Collin County's fiscal year end of September 30, will you provide a preliminary accounting on pending claims?
 - 6.7.1.4 Do you agree not to give away or sell employee data, even "de-identified" data, with or without employee consent?
 - 6.7.2 TPA Coordination Questions
 - 6.7.2.1 Please provide a specific outline detailing how your services will coordinate with our health care third party administrator and our pharmacy benefit manager (PBM).

6.7.2.2 Please describe any data, reports or other information that you would require from Collin County, 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.

6.7.2.3 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.

6.7.3 Plan Design/Administration

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

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

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

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

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

5.25.6 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.

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

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

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

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

6.7.3.11 Please describe any programs or services that you provide or that Collin County can implement that will result in a rate reduction.

6.8 REFERENCES:

The offeror must furnish the following reference information:

6.8.1 Name, address, contact name, email, phone number, position of the contact in the organization, and telephone number for three (3) 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 three (3) terminations in the last six (6) months, please provide information on the last three (3) terminated clients.

6.8.2 Name, address, contact name, email, phone number, position of the contact in the organization, and telephone number for three (3) 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 three (3) new clients in this timeframe, please provide information on the last three (3) new clients.

6.8.3 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.

6.8.4 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.

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

6.9 **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 5.21.12.

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.

6.10 **ERRORS AND OMISSIONS COVERAGE**

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

6.11 **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.

6.12 **EXPERIENCE:**

Please detail the length of time your organization has provided medical stop loss insurance services.

6.13 **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.

6.14 **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 the best overall package for Collin County is.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: [http://www.ethics.state.tx.us/filinginfo/conflict_form
s.htm](http://www.ethics.state.tx.us/filinginfo/conflict_form_s.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Cynthia Jacobson - Human Resources Director

Lisa Meyer - Assistant Human Resources Director

Purchasing:

Michalyn Rains – CPPO, CPPB Purchasing Agent

Sara Hogle, CPPB – Asst. Purchasing Agent

Gerri Osinaike – Senior Buyer

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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 is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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 <i>How to get a TIN</i> on page 3. 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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-weight: bold;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center; font-weight: bold;">or</td> </tr> <tr> <td style="text-align: center; font-weight: bold;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>													or	Employer identification number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												
Social security number																														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>																														
or																														
Employer identification number																														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>																														

Part II Certification Under penalties of perjury, I certify that:
<ol style="list-style-type: none"> 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 ▶
------------------	----------------------------	--------

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.