



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

ADDENDUM NO. ONE (1)

Short-and Long-Term Disability

RFP NO. 2024-335

Effective: August 30, 2024

Update: Vendor Response Section 8. Other questions/Documents as follows:

Add question 8.2 to upload Attachment A response

Add question 8.3 to upload Attachment B Response

Add question 8.17 to upload W-9 Response

Update other section numbers as shown in See What Changed link

Please note all other terms, conditions, specifications, drawings, etc. remain unchanged.

Sincerely,
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent

CUR



Collin County, TX

REQUEST FOR PROPOSAL

2024-335

SHORT- AND LONG-TERM DISABILITY

RELEASE DATE: August 20, 2024

RESPONSE DEADLINE: September 19, 2024, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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9. ATTACHMENTS

Attachments:

- A - Attachment_A_Disability_RFP_Questionnairev3
- B - Attachment_B_-_Disability_Questionnaire
- C - Attachment C_Disability Pricing Information Updated v2
- D - Exhibit_1_-_Short-Term_Disability_Plan_Document_(1) (1)
- E - Exhibit_2_-_Long-Term_Disability_Plan_Document_Class_1_(1)
- F - Exhibit_3_-_Long-Term_Disability_Plan_Document_Class_2 (1)
- G - Exhibit_4_-_Short-_and_Long-Term_Disability_Rates (1)
- H - Exhibit_5_-_Short-_and_Long-Term_Disability_Experience_Report_(2020-May_2024) (1)
- I - Exhibit 6 - Short- and Long-Term Disability Census - May 2024
- J - Copy of I Exhibit_6_-_Short-_and_Long-Term_Disability_Census_-_May_2024_v2
- K - Exhibit 7 - Short Term Disability Count by Month
- L - LEGAL_NOTICE_TEMPLATE-RFP-2024-335
- M - Exceptions
- N - CIQ_-3-22-24
- O - W-9_rev_2018-3-22-24

1. INTRODUCTION

1.1. SUMMARY

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

1.2. TIMELINE

RFP Released:	August 20, 2024
Deadline for Submission of Questions:	September 4, 2024, 2:00pm
Response Submission Deadline:	September 19, 2024, 2:00pm
Award of RFP:	October 29, 2024

2. PURPOSE/SCOPE OF WORK

2.1. Overview:

To provide group benefits administration/insurance for Collin County's Short- and Long-Term Disability Programs. Short term disability is to be proposed on a self-insured and administrative services only basis. Long term disability is to be proposed on a fully insured basis

2.2. Background:

Collin County provides full-time employees short-term and long-term disability benefits at no cost to the employee (fully paid by the County). Dearborn National dba Blue Cross Blue Shield is the current administrator for both short-term and long-term disability plans. Our short-term disability plan is self-insured, and our long-term disability plan is fully-insured. Collin County employees contribute to Social Security.

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

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

There are 1,697 employees enrolled in short-term and long-term disability as of May 2024.

Short-Term Disability Plan Design – no changes in over fifteen (15) years

Benefit	Coverage
Waiting Period – Sick	14-day elimination period, benefits begin day 15
Waiting Period – Accident	14-day elimination period, benefits begin day 15
Benefit Amount	67% of gross monthly income
Benefit Duration	26 weeks

Long-Term Disability – no changes over last fifteen (15) years

Benefit	Coverage
Waiting Period	180 days
Benefit Amount	67% of gross monthly income to a maximum monthly benefit of \$15,000
Benefit Duration	Determined by age when disability begins

Maximum Benefit Duration

If an employee's period of disability starts before the date they reach age 61, it will end the last day of the calendar month in which they reach age 65.

If an employee's period of disability starts on or after they reach age 61, it will end with the expiration of the number of months of disability, after the elimination period is met, based on the following schedule:

Maximum Benefit Duration Schedule	
Age at Disability	Months of Disability
61 but less than 62	48 months
62 but less than 63	42 months
63 but less than 64	36 months
64 but less than 65	30 months
65 but less than 66	24 months
66 but less than 67	21 months
67 but less than 68	18 months
68 but less than 69	15 months
69 and older	12 months

3. INSURANCE REQUIREMENTS

- A. 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.

- A. **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

- B. **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

- iii. **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
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- iv. **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
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- v. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	\$1,000,000
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- B. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
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.
 2. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 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.
 5. All copies of Certificates of Insurance shall reference the project/contract number.
- C. All insurance shall be purchased from an insurance company that meets the following requirements:
1. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- D. 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:
1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 2. Sets forth the notice of cancellation or termination to Collin County.

4. EVALUATION

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with Local Government Code 262.030. The County reserves the right to determine the suitability of proposals based on all of these criteria.

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

The County will use a competitive process based upon “selection levels”. The County recognizes that if a Proposer fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining Proposers or to elevate another Proposer that was not elevated before. The following describes the selection levels.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those Proposers who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information. Proposers must submit information within two business days. Proposers may be disqualified if RFPs are incomplete or noncompliant. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Completed proposals will be elevated to Level 2.

The evaluation committee will conduct a detailed assessment of all completed proposals. Criteria evaluated in Level 2 is outlined in the table below. Proposers elevated to Level 2 may 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.

The evaluation committee may hear oral presentations (if desired) in Level 3. Proposers 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 Proposer simply to provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Proposers 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 Proposers will be notified of time and date. Proposals may be re-evaluated on criteria in previous levels.

Proposers who are susceptible of receiving the award will be elevated to Level 5 for Best and Final Offer. Proposals may be re-evaluated on criteria in previous levels. Based on the information collected in this phase, a single Proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period deemed reasonable by the County, it reserves the right to contact any of the other Proposers that have submitted proposals and enter into negotiations with them.

LEVEL 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Detailed Proposal Assessment- Length of rate for services proposed Referenced in Attachment C	Points Based	25 <i>(20% of Total)</i>
2.	Detailed Proposal Assessment- Capability/willingness to provide benefit plan as described in proposal Referenced in Attachment A	Points Based	25 <i>(20% of Total)</i>
3.	Detailed Proposal Assessment-Financial stability, security, and disability insurance coverage experience Referenced in Attachment B	Points Based	20 <i>(16% of Total)</i>
4.	Detailed Proposal Assessment-Extent of electronic capability, such as electronic billing, enrollment, websites Referenced in Attachment A	Points Based	15 <i>(12% of Total)</i>
5.	Detailed Proposal Assessment-Demonstrated effectiveness of services provided to other companies, including but not limited to references, that are similar in size to Collin County Referenced in Attachment B	Points Based	10 <i>(8% of Total)</i>
6.	Detailed Proposal Assessment-Capability to secure and securely transmit Collin County insured's data Referenced in Attachment A and B	Points Based	5 <i>(4% of Total)</i>
7.	Detailed Proposal Assessment-Pricing Referenced in Attachment C. Ensure you list all fees associated with coverage including hourly rates for your services, as well as any proposed fee schedule you would like to have considered	Points Based	25 <i>(20% of Total)</i>

LEVEL 3

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Oral Presentations (Optional by County)</p> <p>The evaluation committee may hear oral presentations (if desired). Proposers 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 Proposer simply to provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Proposer 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 Proposers will be notified of time and date.</p> <p>Oral presentations may be given to Commissioners Court should Commissioners Court so desire. Offerors are cautioned, however, that oral presentations are at the sole discretion of Commissioners Court, and Commissioners Court is not obligated to request a presentation. The County reserves the right to bypass any oral presentations.</p>	Points Based	<p>10 <i>(100% of Total)</i></p>
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5. GENERAL INSTRUCTIONS

Definitions

- A. Offeror: refers to submitter.
 - B. Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
 - C. Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
 - D. RFP: refers to Request for Proposal.
 - E. CSP: refers to Competitive Sealed Proposal
- A. If Offeror does not wish to submit an offer at this time, please submit a No Bid.
 - B. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
 - C. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
 - D. Collin County exclusively uses OpenGov eProcurement Portal 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 addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
 - E. 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.
 - F. 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.
 - G. All RFPs and CSPs 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.
 - H. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via [Collin County eProcurement Portal](#).
 - I. All RFPs and CSPs submitted electronically via [Collin County eProcurement Portal](#). shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

- J. Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. RFPs, and CSPs 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.
- K. 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.
- L. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
- M. Any interpretations, corrections and/or changes to a RFP or CSP 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 the date specified in the solicitation. 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 eProcurement Portal.
 - 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. <https://procurement.opengov.com/portal/collincountytx> 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.
- N. All materials and services shall be subject to Collin County approval.
- O. 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.
- P. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
- Q. 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.

- R. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
 2. be able to comply with the required or proposed delivery/completion schedule;
 3. have a satisfactory record of performance;
 4. have a satisfactory record of integrity and ethics;
 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.
- S. Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.
- T. 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 Offerors during the solicitation process is subject to release under the Act.
- U. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- V. Interlocal Agreement: Successful Offeror 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.
- W. 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 Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.
- X. Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

6. TERMS OF CONTRACT

- A. 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.
- B. 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.
- C. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
- D. 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.
- E. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
 - 1. In accordance with Government Code 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. In accordance with Government Code 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).
- L. 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.
- M. 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.
- N. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- O. 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.

- P. 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.
- Q. 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.
- R. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - 1. Collin County Purchase Order Number;
 - 2. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 3. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- S. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- T. All warranties shall be stated as required in the Uniform Commercial Code.
- U. 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.
- V. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- W. 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.
- X. 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.
- Y. 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.

- Z. 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.
- AA. 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.
- BB. 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.
- CC. Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- DD. 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.
- EE. 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.
- FF. 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.

GG. 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.

HH. Delays and Extensions of Time when applicable:

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. 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.

II. 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.

JJ. 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.

KK. Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

LL. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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.

7. PROPOSAL FORMAT

7.1. 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.

- A. Proposals may be submitted online via <https://procurement.opengov.com/portal/collincountytx/projects/97227>. Electronic submissions are preferred.
- B. 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 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 contractor 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:

- A. Title Page: Title page shall show the RFP subject, the Proposer's name, the name, address, and telephone number of a contact person, and the date of the proposal.
- B. Transmittal Letter: Proposer shall include a signed letter briefly addressing:
 - the Proposer's understanding of the short- and long-term disability coverage being requested,
 - the commitment to provide the coverage and services required,
 - the length of time the organization has provided short- and long-term disability services, and
 - a statement explaining why the Proposer believes itself to be best qualified to provide the coverage and services detailed within this RFP.

3. Detailed Proposal: The detailed proposal must address the ability to provide services for each requirement as set forth in the RFP. Answer all questions fully, clearly, and concisely giving complete information. You may not modify the order or language of the questions. You must submit your response in the order that is provided in the RFP.

Complete the attached documents:

- Attachment A – Disability Questionnaire
- Attachment B – Disability Questionnaire
- Attachment C – Disability Pricing Information

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

7.2. EXECUTIVE SUMMARY

Contractor shall define the management summary to include the following:

- A. Provide a detailed outline of the competitive advantages of your proposal.
- B. Summarize the key points of the proposal for non-technical, executive review.
- C. Please detail any differences between Collin County's current program and the program you offer. If no differences are noted in the executive summary, your program will be deemed to be consistent with Collin County's current program
- D. Sample Policy:
 - The Proposer 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.
 - 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.
 - Please provide samples of your current short-term and long-term disability claim forms and any other pertinent forms.

7.3. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/CREDENTIALS

- A. Provide a resume and other related data for each of the key personnel proposed to be assigned to Collin County's account. Information provided should accurately reflect the experience and expertise of the proposed staff, including the number of accounts managed, how many of those accounts are public sector and how many years of experience they have managing public sector accounts.

- B. Proposers 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.

7.4. FINANCIAL INFORMATION

Copies of your last two (2) audited financials including balance sheets and income statements.

Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.

A copy of the Proposer's errors and omissions coverage.

A copy of the Proposer's cyber coverage.

7.5. SIMILAR PROJECTS INVOLVED WITH

Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project.

7.6. REFERENCES

Provide a minimum of three (3) references. Include the following information for each reference, the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred to include the following:

- A. Describe the services provided, the start date, months to complete and the total cost of project.
- B. Organizations that have at least 1,000 insureds, who have terminated disability coverage with your organization in the last six (6) months.
- C. Organizations who have added disability coverage with your organization between December 2023, and May 2024
- D. Describe the three (3) top public sector clients similar to Collin County (using employee size as the primary criteria) who have had coverage for at least one (1) year.

If there have been fewer than three (3) terminations in the last six (6) months, please provide information on the last three (3) terminated clients.

7.7. ADDITIONAL INFORMATION

- A. Please include any additional information that may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining what the best overall package is for Collin County.
- B. Under no circumstances should any employee of Collin County or any public official other than those indicated in this RFP, be contacted regarding the RFP between the initial receipt of the RFP and the awarding of the contract. Failure to follow this requirement may result in an automatic disqualification of proposal. Current carriers, in conducting current business, may not reference the RFP to any county employee or official other than those indicated in this RFP.
- C. 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 GHI Company proposal). If multiple proposals are submitted, the proposal that is received first will be the proposal that is considered.
- D. 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. Each proposal must be fully responsive. If more than one proposal for an administrator/insurance company is received, the proposal submitted directly by the administrator/insurance company shall be given preference. If more than one response is received for the same insurance company from different brokers, the first complete response received that meets responding requirements will be given preference. Collin County does not have a broker.
- E. The Proposer shall state any and all costs outside of the monthly administration fees such as one-time startup costs. Services which are add-on and which have an additional fee must be clearly notated in Attachment C – Disability Pricing Information.
- F. 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

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

7.8. REQUIREMENTS

Contractor shall respond to all requirements in Attachment A and B Requirements.

- A. Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within

this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.

- B. Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

8. VENDOR RESPONSE

In accordance with the directions below, contractor shall provide a response for each item in this section 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”, contractor shall state that and refer to Section: Exceptions, with explanation.

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

1. EXECUTIVE SUMMARY

Contractor shall define the management summary to include the following:

- A. Provide a detailed outline of the competitive advantages of your proposal.
- B. Summarize the key points of the proposal for non-technical, executive review.
- C. Please detail any differences between Collin County’s current program and the program you offer. If no differences are noted in the executive summary, your program will be deemed to be consistent with Collin County’s current program
- D. Sample Policy:
 - The Proposer 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.
 - 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.
 - Please provide samples of your current short-term and long-term disability claim forms and any other pertinent forms.

1.1. *Provide a detailed outline of the competitive advantage of your proposal.**

*Response required

1.2. *Summarize the key points of the proposal for non-technical, executive review. **

*Response required

1.3. *Please detail any differences between Collin County's current program and the program you offer**

If no differences are noted in the executive summary, your program will be deemed to be consistent with Collin County's current program.

*Response required

1.4. *Provide 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.

*Response required

1.5. *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.

*Response required

1.6. *Provide samples of your current short-term and long-term disability claim forms and any other pertinent forms. **

*Response required

2. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

2.1. *Project Team/Staff**

- A. Provide a resume and other related data for each of the key personnel proposed to be assigned to Collin County's account. Information provided should accurately reflect the experience and expertise of the proposed staff, including the number of accounts managed, how many of those accounts are public sector and how many years of experience they have managing public sector accounts.
- B. Proposers 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.

*Response required

3. FINANCIAL INFORMATION

3.1. *Provide copies of your last two (2) audited financials including balance sheets and income statements. **

*Response required

3.2. *Provide plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months. **

*Response required

3.3. *Provide a copy of the Proposer's errors and omissions coverage. **

Including, but not limited to, configuration notes, MS Visio diagrams, as-built drawings and other installation materials.

*Response required

3.4. *Provide a copy of the Proposer's cyber coverage. **

*Response required

4. SIMILAR PROJECTS INVOLVED WITH

4.1. *Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project. **

*Response required

5. REFERENCES

Provide a minimum of three (3) references other than Collin County. Include the following information for each reference, the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred to include the following:

- A. Describe the services provided, the start date, months to complete and the total cost of project.
- B. Organizations that have at least 1,000 insureds, who have terminated disability coverage with your organization in the last six (6) months.
- C. Organizations who have added disability coverage with your organization between December 2023, and May 2024
- D. Describe the three (3) top public sector clients similar to Collin County (using employee size as the primary criteria) who have had coverage for at least one (1) year.

If there have been fewer than three (3) terminations in the last six (6) months, please provide information on the last three (3) terminated clients.

5.1. Reference No. 1*

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Provide references from three (3) of your agency's customers from the past five (5) years for services that are similar in scope, size, and complexity to the services described in this RFP, other than Collin County. Provide the following information for each customer.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail, Time period in which work was performed.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

5.2. Reference No. 2*

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Provide references from three (3) of your agency's customers from the past five (5) years for services that are similar in scope, size, and complexity to the services described in this RFP, other than Collin County. Provide the following information for each customer.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail, Time period in which work was performed.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

5.3. Reference No. 3*

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Provide references from three (3) of your agency's customers from the past five (5) years for services that are similar in scope, size, and complexity to the services described in this RFP, other than Collin County. Provide the following information for each customer.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail, Time period in which work was performed.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

6. ADDITIONAL INFORMATION

- A. Please include any additional information that may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining what the best overall package is for Collin County.
- B. Under no circumstances should any employee of Collin County or any public official other than those indicated in this RFP, be contacted regarding the RFP between the initial receipt of the RFP and the awarding of the contract. Failure to follow this requirement may result in an automatic disqualification of proposal. Current carriers, in conducting current business, may not reference the RFP to any county employee or official other than those indicated in this RFP.
- C. 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 GHI Company proposal). If multiple proposals are submitted, the proposal that is received first will be the proposal that is considered.
- D. 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. Each proposal must be fully responsive. If more than one proposal for an administrator/insurance company is received, the proposal submitted directly by the administrator/insurance company shall be given preference. If more than one response is received for the same insurance company from different brokers, the first complete response received that meets responding requirements will be given preference. Collin County does not have a broker.
- E. The offeror shall state any and all costs outside of the monthly administration fees such as one-time startup costs. Services which are add-on and which have an additional fee must be clearly notated in Attachment C – Disability Pricing Information.
- F. 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

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

6.1. *Additional Information Included*

7. REQUIREMENTS

Contractor shall respond to all requirements in Attachment A and B Requirements.

- A. Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
- B. Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

7.1. *Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document. **

*Response required

7.2. *Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.*

8. OTHER QUESTIONS/DOCUMENTS

8.1. *Pricing Proposal**

Contractor shall state pricing by submitting Attachment C- Disability Pricing Information with their proposal.

*Response required

8.2. *Attachment A Disability RFP Questionnaire **

Please download the below documents, complete, and upload.

*Response required

8.3. *Attachment B-Disability Questionnaire**

Please download the below documents, complete, and upload.

*Response required

8.4. *EXCEPTIONS**

Please download the below documents, complete, and upload.

- [Exceptions.docx](#)

*Response required

8.5. *Notice**

Collin County exclusively uses OpenGov eProcurement Portal 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.

☐ Please confirm

*Response required

8.6. *Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

*Response required

8.7. *Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

8.8. *Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

*Response required

8.9. *Cooperative Contracts**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter- local agreement with Collin County and have prior authorization from vendor. If such

participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes

☐ No

*Response required

8.10. Debarment Certifications*

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.

☐ Please confirm

*Response required

8.11. Immigration and Reform Act*

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 confirm

*Response required

8.12. 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.

☐ Please confirm

*Response required

8.13. Anti-Collusion Statement*

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

☐ Please confirm

*Response required

8.14. 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.

☐ Please confirm

*Response required

8.15. Notification Survey*

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?

*Response required

8.16. Conflict Of Interest Questionnaire*

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:

<https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are 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:
<https://www.collincountytx.gov/Contact/county-officials>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Cynthia Jacobson-Director of Human Resources
Erica Johnson-Assistant Director of Human Resources
Angie Hoesing-Risk Manager, Human Resources
Bernie Grijalva-Human Resources Generalist

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon, CPPB – Assistant Purchasing Agent
Cory Rogers-Senior Buyer

Commissioners Court:

Chris Hill – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

8.17. W-9*

Please add you W-9.

*Response required

8.18. Offeror Acknowledgment*

Offeror acknowledges that they understand the specifications, any and all addenda, agrees to the terms and conditions, and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety and is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in the statement submitted resulting from Offeror's failure to do so. If statement is accepted, offeror further certifies and agrees to furnish any and all services upon conditions in the specifications of the Statement of Qualifications.

☐ Please confirm

*Response required

8.19. Critical Infrastructure Affirmation*

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

8.20. Energy Company Boycotts*

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

*Response required

8.21. Firearm Entities and Trade Associations Discrimination*

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

- A. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required