

R R

JANUARY 31, 2019



REQUEST FOR PROPOSALS

UPSHUR COUNTY, TEXAS

**HEALTH INSURANCE
CONSULTING/BROKERAGE SERVICES**



TABLE OF CONTENTS

Cover Page	2
General Information	3
Purpose	3
Authority.....	3
Standard Terms and Conditions	3
Scope of Services	9
Submission of Proposals	10
Proposal Requirements	11
Company Information	11
Staff Experience & Expertise	11
Compensation	12
Disclosures	12
Evaluation and Proposal Selection	13
Contract Period	13
Termination	13
Revisions	13
Reservations	13
Assignment	14
Governing Law/Venue	14
Certification	15
RFP Questionnaire (Exhibit A)	16
Certification Regarding Debarment, Suspension, and Other Matters (Exhibit B)	23

REQUEST FOR PROPOSALS (RFP)
FOR

INSURANCE CONSULTING/BROKERAGE SERVICES		
RFP Issue Date:	RFP Manager:	
RFP Date Due:	Anticipated Opening Date:	Anticipated Award Date:

RFPs must be received by the submission deadline in a sealed envelope.
RFPs received after the deadline will not be accepted and will be returned unopened.
RFPs submitted by electronic transmission will NOT be accepted.
Respondents accept all risks of late submission delivery regardless of fault.

RESPONSES SHALL BE DELIVERED TO:

Upshur County Judge
"RFP – Insurance Consulting/Brokerage Services"
P.O. Box 790
Gilmer, Texas 75644

Upshur County reserves the right to reject any and all submittals, and to waive any irregularity, informality, technicality, or deficiencies in the submittal and evaluation process. This RFP does not obligate Upshur County to pay any costs incurred by respondents in the preparation or submissions of their proposal. Furthermore, the RFP does not obligate the County to accept or negotiate a contract with any firm or individual for any expressed or implied services.

GENERAL INFORMATION

PURPOSE

The purpose of this Request for Proposal (RFP) is to seek an independent, qualified consultant/broker to assist Upshur County with employee health insurance and benefits management. The awarded Respondent shall introduce the most advantageous insurance coverages and plans to the County and assist with strategically planning, designing, negotiating, implementing and managing the best coverage and cost for selective employee benefit programs to include Health, Dental, Vision, Life and Ancillary/Voluntary Benefits.

THIS IS NOT A REQUEST FOR INSURANCE COVERAGE. This RFP is not an authorization to approach insurance companies or other underwriting sources on behalf of Upshur County. The County specifically requests that no insurance market contact or solicitation be made at this time.

AUTHORITY

County purchasing and contracting authority is controlled by Chapter 262 of the Local Government Code. A county may select an appropriately licensed insurance agent as the sole broker of record to obtain proposals and coverages for insurance that provides necessary coverage and adequate limits of coverage in all areas of risk, including public official liability, property, casualty, workers' compensation, and specific and aggregate stop-loss coverage for self-funded health care.

As outlined in L.G.C § 262.036, the County may retain a broker of record **only** on a fee basis paid by the county. A broker retained in this manner **may not** directly or indirectly receive any other remuneration, compensation, or other form of payment from any other source for the placement of insurance business under the contract.

A retained broker may not submit any insurance carrier proposal to the County or direct any county insurance business to an insurance carrier if the broker has a business relationship or proposed business relationship with the carrier, including an appointment, unless the broker first discloses the nature of that relationship or proposed relationship, in writing, to the County.

STANDARD TERMS AND CONDITIONS

Upshur County is seeking written and sealed competitive proposals from qualified firms for the purpose of entering into an agreement for health insurance consulting and brokerage services. Proposals allow the County to negotiate with each respondent after receipt of offer, therefore, proposals must be good for a period of not less than 120 days. It is the policy of Upshur County to contract for services on the basis of best offer, not low price alone. Price, quality, service, performance, long-term cost, probability of continuous availability and any other relevant factor that a private business entity would consider in selecting a vendor being the controlling factors. It is understood that Upshur County reserves the right to arrive at such determination by whatever means deemed appropriate, and shall be the sole judge in the matter.

REQUEST FOR PROPOSALS – Insurance Consulting/Brokerage Services

No offer can be withdrawn after opening without approval by the Upshur County Commissioners' Court. By returning this RFP with price(s) quoted and forms executed, Respondents certify and agree to the following:

1. **Specifications** - Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the RFP. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
2. **Alternate Bids** - Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit a request for clarification to the designated RFP Manager. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
3. **Addendums** - Any interpretations, corrections or changes to this RFP and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Upshur County, Texas. Addendum will be posted on website for download and mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
4. **Modifications** - Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the formal approval of the Commissioners' Court. Awarded agreement can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
5. **Submission** - Proposals must be submitted on the forms provided. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
6. **Clarifications** - Upshur County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
7. **Qualifications** - The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - i. Have adequate financial resources, or the ability to obtain such resources as required.
 - ii. Be able to comply with any required or proposed delivery schedule.
 - iii. Have a satisfactory record of performance.
 - iv. Have a satisfactory record of integrity and ethics.
 - v. Be otherwise qualified and eligible to receive the award.
8. **Preparatory Costs** - Costs of preparation of a response to this RFP are solely those of the Respondent. Upshur County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Upshur County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
9. **Duration** - The contents of each Respondent's proposal, including pricing and specifications shall remain valid for a minimum of 120 calendar days from the RFP due date.
10. **Confidentiality** – Upshur County is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process. Proposals submitted in response to this RFP are

subject to release by the County as public information following the award. If the Respondent believes the proposal response, or parts of it, are confidential as propriety information, Respondent must identify proprietary portions and provide detailed justification for the claim of confidentiality. Marking an entire proposal confidential/propriety is not in conformance with the Texas Open Records Act and may render the entire document public information. The County assumes no responsibility for asserting legal arguments on behalf of the Respondent. All proposals or parts of the proposals not marked as confidential will be considered public information following the award.

11. **Taxes and Fees** - Upshur County is exempt from sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposal tendered. Proposals offered must be complete and all inclusive. Upshur County will not pay additional taxes, surcharges or other fees not included in proposal prices.
12. **Equal Opportunity** - Upshur County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, subcontractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Upshur County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Upshur County.
13. **Award** - Respondent understands and agrees that in returning a response to this RFP that it is neither an "offer" nor an "acceptance" until such time a formal award is authorized by the Upshur County Commissioners' Court. Upshur County reserves the right to accept or reject any or all proposals, with or without cause, to waive any minor informality, technicality, or irregularity in a proposer's response if deemed in the best interests of the County or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not commence services within 30 business days after approval of the selection by the Upshur County Commissioners' Court. Upshur County reserves the right to award multiple contracts as necessary and in the best interest of the County. Award of a contract (if any) resulting from this RFP will be made only by written authorization from Upshur County Commissioners' Court.
14. **Agreement/Contract** - Only the Commissioners' Court of Upshur County, acting as a body, may enter into any type of agreement or contract on behalf of Upshur County. Other elected officials, appointed officials, department heads, and employees are not authorized to enter into any type of agreement or contract on behalf of Upshur County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
15. **Precedence** - This agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract may be executed after determination of the award.
16. **Employment Status** - The awarded Respondent shall be considered an independent contractor and not an agent, servant, employee or representative of the County in the performance of the

work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.

17. **Non-Performance/Non-Compliance** - Non-performance or non-compliance of the Standard Terms and Conditions, or non-performance or non-compliance with the Scope of Services shall be basis for termination by Upshur County of the final executed agreement. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Upshur County may be entitled by law or in equity, or elsewhere under this proposal or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Upshur County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
18. **Invoices/Payment** - Invoices shall be sent to the Upshur County Auditor. Invoices must detail the services provided and will be processed after the Auditor's Office has verified that the services have been performed. Normal payment terms are thirty (30) calendar days and payments are made only after approval at a regularly scheduled meeting of the Upshur County Commissioners' Court. Neither a signed receipt nor payments shall be construed an acceptance of any defective work, improper materials, or release of any claim for damage.
19. **Indemnification** - The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
20. **Compliance** - The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of Upshur County, State of Texas, or United States of America as they may apply, as these laws may now read or as they may hereafter be changed or amended.
21. **Assignment** - The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
22. **Venue** - The parties herein agree that the agreement shall be enforceable in Upshur County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Upshur County, Texas.
23. **Applicability** - The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
24. **Funding Clause** - Payments required to be made by Upshur County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners' Court of Upshur County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners' Court, the contract shall terminate. Upshur County shall submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County. Payment for final invoice will be subject to verification and approval by the Auditor. Thereupon, Upshur County will be released from its obligation to make further payments.

25. **Unenforceability** - In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
26. **Insurability** - At all times during the course of this Agreement, Respondent shall keep in full force and effect professional liability insurance coverage in the amount not less than \$1,000,000 per occurrence. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.
27. **Termination** - Upshur County reserves the right to terminate the agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Upshur County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Upshur County shall not be liable for loss or reduction in any anticipated profit.
28. **Bonds** - Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
29. **Documentation** - The Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the agreement resulting from this request for proposal. Upshur County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
30. **Gratuities** - Upshur County may, by written notice to the Respondent, cancel this agreement without liability to Respondent if it is determined by Upshur County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Upshur County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement. In the event the agreement is canceled by Upshur County pursuant to this provision, Upshur County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
31. **Force Majeure** - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the

State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

32. **Waivers** - No claim or right arising out of a breach of the agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
33. **Right to Assurance** - Whenever one party to the agreement in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of their intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the agreement.
34. **Oral Agreements** - No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
35. **Subcontracting** - The Respondent must function as the single point of responsibility for the Agency.
36. **Conflict of Interest** - No public official shall have interest in the agreement except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
 - i. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Upshur County. By signing and executing this Proposal, the Proposer certifies and represents to the County that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
 - ii. Proposers, their employees or representatives, are prohibited from contacting any official or employee of Upshur County, except the designated RFP Manager, in regard to this RFP from the issuing date of the RFP until the date the Upshur County Commissioners' Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the proposal.

No member, officer or employee of the Recipient, or its designees, or agents, no consultant and no other public official of the Recipient, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of this Project.

37. **Disclosure of Interested Parties** - In compliance with House Bill 1295, the successful proposer will be required to file a **Disclosure of Interested Parties** form on the Texas Ethics Commission website and file the original with Upshur County prior to the contract being awarded by Commissioners'

Court. You can find the form and more information on completing the form at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

38. **Patents/Copyrights** - The successful vendor agrees to protect Upshur County from claims involving infringements of patents and/or copyrights.
39. **RFP Manager** - The RFP Manager will serve as sole liaison between the Upshur County Commissioners' Court and affected Upshur County departments and the successful Respondent. Unless directly outlined in this specification the Respondent shall consider no one but the RFP Manager authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the RFP process. The RFP Manager has been designated the responsibility to ensure compliance with agreement requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for services, equipment or supplies, which it deems unsatisfactory. Respondents will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
40. **Warranty** - Successful Respondent shall warrant that all services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
41. **Remedies** - The successful vendor and Upshur County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

SCOPE OF SERVICES

The intent of the County is to obtain professional services from a qualified firm for providing group benefits consulting and brokerage services. The selected broker will be expected to perform services related to the design, procurement, and administration of medical, dental, life, disability, compliance, voluntary benefits and other related services.

It is not the intent of the County to solicit proposals for a fixed set of services to be provided, but instead allow the respondents to propose services that they can provide of benefit to the County. However, at minimum, the awarded Respondent of the proposed agreement will be expected to provide the following services:

1. Determine and recommend the most economical funding methods for the benefit program.
2. Represent Upshur County in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions.
3. Meet with and provide reports to Upshur County representatives quarterly as it relates to plan performance, updates and other information pertinent to their benefits offering.
4. Research and inform Upshur County on any new developments in relevant law and employee benefit programs on an ongoing basis and ensuring the county remains in compliance with these new laws.
5. As requested by Upshur County, prepare bid specifications and solicit proposals from insurance markets, which specialize in group insurance plans as needed. Evaluate bids and bidders including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness. Providing a comparison of the bids

- received, identify the most cost-beneficial package from various bidders and recommend which plans overall fit with Upshur County's employee benefits desires and budget requirements.
6. Provide ongoing service and support of all benefit programs selected, including but not limited to enrollment support, installation, claim dispute resolution, and various day-to-day requests.
 7. Review coverage documents for all benefit plans, as applicable.
 8. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements.
 9. Advise Upshur County regarding "gaps" in coverage and/or inadequate coverage.
 10. Review optional services such as compliance (administration of Section 125 Regulations, COBRA/HIPAA administration, HIPAA Privacy and Security), wellness, communication, technology, and educational services.
 11. At least quarterly, present educational seminars to employees on health insurance benefits and related topics of interest.

SUBMISSION OF PROPOSALS

All responses to this RFP shall be submitted in a sealed envelope clearly marked with the phrase "RFP – Insurance Consulting/Brokerage Services". One (1) signed original marked "ORIGINAL", four (4) identical sets marked "COPY 1", "COPY 2", etc. and (1) CD/DVD or USB media of the response is to be submitted complete with all supporting documentation.

The proposal must be signed and dated by a representative of the firm with authority to bind the firm in a contract. The proposal submitted by the Respondent shall become an integral part of the agreement between the Respondent and the representatives, covenants, and conditions therein contained shall be binding upon the person, firm, or corporation executing the same. It should be sealed and received by Upshur County by the closing date and time specified. A facsimile transmission is not an acceptable response to this RFP.

Proposals will be accepted in person, by United States Mail, or by private courier service. Responses WILL NOT be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission.

Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the proposal becomes the property of Upshur County and as such the County reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and ultimately confirmed in the agreement between the County and the successful respondent. Proposals which do not comply with these requirements may be rejected at the option of the County.

All questions/checklists/blanks must be included in your response on the forms provided. Failure to include any of the requested information within your proposal may result in rejection or disqualification.

Proposals will be received and publicly acknowledged at a regular meeting of the Upshur County Commissioners' Court. Respondents, their representatives, and interested persons may be present. All submitted proposals will be deemed confidential during the evaluation process. The award, if any, will be made at a subsequent regular meeting of the Upshur County Commissioners' Court. Following the award, all submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor.

It is the respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide signatures on forms could render proposal non-responsive.

Any proposal received after the date and/or hour set for opening will not be accepted.

PROPOSAL REQUIREMENTS

The response to this RFP shall be submitted in the manner described in this section and must clearly provide responses to the information requested.

Company Information

1. **Cover Page.** Provide Company Name, Physical and Mailing Address, Business Phone and Website, include preparer name, title and direct contact information.
2. Provide an overview statement of your company, its length in existence, number of employees, summary of annual revenue, its organizational structure, historical background, and philosophy.
3. Provide a copy of company's Certificate of Errors & Omission Coverage.
4. Describe your company's practice and involvement in each of the following areas:
 - i. Health and Welfare
 - ii. Legal Counsel and Compliance
 - iii. Benchmarking
 - iv. Actuarial and Underwriting
 - v. Research and Technical Services
 - vi. Benefits Administration
 - vii. Benefits Communication
5. Describe your company's management ability in negotiating bids, policy terms and plan design to select the most appropriate insurance and benefits plan for your client.
6. Explain your company's value added approaches and services you feel distinguish this company from other companies.

7. Identify a minimum of three (3) other accounts similar in size and scope for which the company presently serves, and agrees to serve as reference to your company; provide contact information.

Staff Experience & Expertise

1. Name of Consultant/Broker submitting proposal, include contact information.
2. Describe your view as the role of Consultant/Broker, and what differentiates you from other consultants/brokers.
3. Provide a summary of your qualifications, anticipated time dedicated to the County, travel availability to County's location; and identify key staff members to assist with the County's benefit services. Please include copies of licenses and certifications obtained relevant to insurance and benefit services.
4. Describe any strategies, methods or tools you utilize to manage and forecast insurance and benefits plans for the succeeding year(s).
5. Describe any strategies, methods or tools you or your company utilizes to offer assistance with investigating and settling claims, or to respond to coverage questions.
6. Provide any other information or details that you feel should be brought to our attention and given consideration in evaluating your statement of qualifications.

Compensation

Provide a description of the compensation structure proposed by firm/company; to include all bases for remuneration such as commission, fees, or other charges that may affect the County.

Disclosures

1. Disclose any known or prior business relationships (within the last five years) with the County, its officials, or its employees.
2. Complete and sign the Certification page.
3. Complete the RFP Questionnaire page (Exhibit A).
4. Complete the Certification regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit B).
5. Complete Texas Ethics Commission Conflict of Interest Questionnaire *[Note: A vendor is required to file an electronic questionnaire (Form-1295) not later than the seventh business day after the latter of the following: (1) the date the vendor begins discussions or negotiations to enter into a contract or submits an application or response to a bid proposal; or (2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.]*

The Texas Ethics Commission is charged with creating the statement and questionnaire forms; instructional videos and a FAQ about how to register and file/acknowledge a Form 1295 are available on the Commission's website: <https://www.ethics.state.tx.us/>.

- a. A business entity must use the Commission's online filing application to enter the required information on Form 1295. The business entity must then print a copy of the form, which will contain a unique certification number. 1 T.A.C. § 46.5.
- b. The completed Form 1295 must be filed with the County by "the time the business entity submits the signed contract" to the county. TEX. GOV'T CODE § 2252.908(d).

- c. The County must use the Commission’s online filing application to acknowledge that the County has received the Form 1295 not later than the 30th day after the date the County receives the form. Id. § 2252.908(f); 1 T.A.C. § 46.5(c). The County will not send a copy of the Form 1295 to the Commission.

EVALUATION AND PROPOSAL SELECTION

Submitted responses to this RFP will be forwarded to the Evaluation Committee for review. All proposals will be evaluated for compliance with specifications before acceptance. Accepted proposals will then be evaluated using the criteria standards listed below. The total possible points a proposal may receive is 100 points:

- i. Experience, Qualifications, and Resources (40 points)
- ii. Scope of Proposed Services (35 points)
- iii. Price or costs (25 points)

The County prefers a flat rate fee for proposed services and separate rates or costs for other additional consulting services requested, but not included in your base proposal. In addition, please include the hourly rates for all work to be required. **The consultant shall not accept commissions, overrides or any form of remuneration from the County’s insurers and/or service providers in connection with services/products purchased by the County.**

CONTRACT PERIOD

The Request for Proposal is for Insurance Consulting/Brokerage Services for a one (1) year period. The County will have an option to renew the contract by mutual agreement for three (3) additional one-year terms for a total of four (4) years. Award or renewal of the contract shall be authorized by the Upshur County Commissioners’ Court. Appropriations for such contract or renewal expenditures shall be authorized by the Commissioners’ Court during the budget process.

TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of its intention to terminate as of the date specified in the notice.

REVISIONS

The County reserves the right to cancel, in part or in its entirety, the RFP including but not limited to: submittal date and submittal requirements. If the County cancels or revises the RFP, all known proposers will be notified in writing by the County and any addendum to the RFP will also be posted on the County’s website.

RESERVATIONS

The County reserves the right to reject any or all proposals. Those submitting a proposal for this project are responsible for any and all costs associated with the preparation and submissions of a proposal in response to this RFP.

All proposals submitted will be deemed confidential during the evaluation process. During the evaluation process, proposals will not be available for review by anyone other than County personnel and/or authorized agents unless otherwise directed by law, including the Public Information Act. All materials submitted to the County become public property and are subject to the Texas Public Information Act. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at the time of the submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

ASSIGNMENT

The potential agreement with the proposer resulting from this RFP is a contract for the service of the firm and firm's interest in such agreement; duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by the County.

GOVERNING LAW/VENUE

The RFP and any subsequent RFP, and resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas, except conflict of law provisions, and no lawsuit shall be prosecuted on contract except in a court to competent jurisdiction located in Upshur County, Texas.

CERTIFICATION

The undersigned proposer, by signing and executing this proposal, certifies and represents to the County that proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 36.02 of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this proposal; the proposer also certifies and represents that the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the proposer certifies and represents that proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the County concerning this proposal on the basis of any consideration not authorized by law; the proposer also certifies and represents that proposer has not received any information not available to other proposers so as to give the undersigned a preferential advantage with respect to this proposal; the proposer further certifies and represents that proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the County in return for the person having exercised their person's official discretion, power or duty with respect to this proposal; the proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the County in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

THE PROPOSER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS UPSHUR COUNTY, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS RFP.

I have read all of the specifications and general proposal requirements and do hereby certify that all items submitted meet specifications. Furthermore, I certify that I am authorized by the Company proposed to offer this proposal:

Company Submitting Proposal

Authorized Signature and Title

EXHIBIT A

QUESTIONNAIRE

GENERAL INFORMATION	Please respond briefly in the spaces provided
<p>Provide the history of your firm, particularly your employee benefits division.</p>	
<p>Who would be working directly with our company on administrative issues, questions, or problem solving? Please provide the roles and qualifications of each person. Also, include the number of clients each person is expected to handle and categorize these clients by large (500 or more), medium (100-500), or small (less than 100) group.</p>	
<p>How many of your clients do you currently work with on a broker basis? How many of your clients do you currently work with on a consultant basis?</p>	

ACCOUNT MANAGEMENT	Please respond briefly in the spaces provided
Describe your account management department.	
What is your process for ensuring customer satisfaction?	
What is the turnover rate of the employees that perform the bulk of the problem-solving administration within your organization?	
What kind of training (industry, internal, computer, other) does your firm expect or require your staff receive?	
Do you provide employee communication services for your client's employees? If so, please provide a general description of your capabilities.	
How can you assist in facilitating employee meetings?	
How do you help facilitate annual open enrollments? Include technology-based approaches and identify any additional costs.	

REQUEST FOR PROPOSALS – Insurance Consulting/Brokerage Services

DATA ANALYSIS	Please respond briefly in the spaces provided
What resources do you use to analyze medical and pharmacy claims?	
Will your organization provide a wellness and preventive health analysis of our employees and claims experience?	
For any of the above questions that you answered yes, please provide us a sample report that you have prepared for another client.	
What is the average cost of customization of ad hoc reports?	

STRATEGIC PLANNING	Please respond briefly in the spaces provided
<p>What resources do you have available to help us manage our benefits and outline a benefits strategy consistent with current and future business plans?</p>	
<p>How will you assist us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewal?</p>	
<p>How are plan design changes proposed and handled?</p>	
<p>How will you save our county money?</p>	
<p>How will you demonstrate the savings?</p>	

PROJECTIONS/REVIEWS	Please respond briefly in the spaces provided
<p>How can you help us develop cost projections tied to our fiscal year goals?</p>	
<p>How will you help with the management of insurance, including supervision and/or preparation of claims activity reports from carriers, executive summary reports, underwriting analysis for annual renewals, financial projections for budgeting, and alternative funding analyses?</p>	

REQUEST FOR PROPOSALS – Insurance Consulting/Brokerage Services

LEGISLATIVE COMPLIANCE	Please respond briefly in the spaces provided
Do you have an in-house benefits attorney? Do you use an external benefits attorney and which firm do you use?	
How does your firm stay current with state regulations that impact governmental employers?	
How will your firm notify us of changes in federal and/or local laws that would affect us?	
What specific services, resources, and healthcare legislation?	

FEEES	Please respond briefly in the spaces provided
Describe your proposed form of compensation (e.g., commission, annual retainer, or fee-for-service). If you are proposing a fee service, please include your fee schedule and/or hourly rates. Please disclose your client policy on carrier bonus payments.	
If you charge fees for consulting and employee communication, please indicate the basis of your charges (hourly, by project, etc.) and what typical charges might be.	

REQUEST FOR PROPOSALS – Insurance Consulting/Brokerage Services

REFERENCES / OTHER	Please respond briefly in the spaces provided
<p>How many clients of similar size have you lost in the last three (3) years? Explain why. Provide at least one as a reference including: name, address, phone number, and length of time associated with your organization.</p>	
<p>Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.</p>	

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Name of Entity: _____

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing (Federal, State, or local) a transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses identified in section (b) of this certification; and
- d) Have not within a three year period preceding this application/proposal had one or more illegal transactions (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine or imprisonment for up to five (5) years, or both.

Printed Name

Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.