



Harrison County Request for Proposal

Stop-Loss Insurance

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Vicki Collier, Purchasing Agent

October 30, 2017

Re: Harrison County Request for Proposals # 2018-01 Stop-Loss Insurance

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Harrison County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at 903.935.8412

Sincerely,

Vicki Collier
Harrison County Purchasing Agent

AH/Enclosures

REQUEST FOR PROPOSAL # 2018-01

REQUEST FOR PROPOSALS (RFP) CHECKLIST FOR HARRISON COUNTY
Stop-Loss Insurance

1. Request for Proposal Letter.
2. Exhibit A, General Information, Requirements and Instructions, consisting of 7 pages
3. Acknowledgement Form, consisting of 1 page.
1. RFP Questionnaire:
Stop-Loss Insurance Coverage
2. Exhibit B, Ethics Statement, Certificate of Disbarment, CIQ Conflict of Interest Questionnaire,
3. W-9 Form, consisting of 4 pages.
4. Exhibit C, Insurance Requirements consisting of 4 pages, 2 forms.
5. Exhibit D, Submission Forms, consisting of zero pages.
6. Exhibit E: Underwriting Data
7. Exhibit F: Certificate of Interested Parties Form 1295 direction for Filing Process

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Vicki Collier, Purchasing Agent at (903) 935.8412, to advise of missing documentation, and Purchasing will forward the information either through e-mail, facsimile or by U.S. Mail.

Thank you,

Vicki Collier
Purchasing Agent

LEGAL

1. Sealed proposals will be received for Stop-Loss Insurance in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Harrison County ("County"). Strong rationale must be presented for any deviation from the requirements. Harrison County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and three (3) copies of all proposals are required to be delivered. The proposers name and address should be clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP NO.: 2018-01 Stop-Loss Insurance**". All Sealed Proposals should be delivered to: **Harrison County Purchasing Department, 200 West Houston Street, 1st Floor, Room 107, Marshall, Texas 75670, on or before 2:00 p.m., Tuesday, November 14th, 2017. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL. THE TIME STAMP LOCATED IN THE PURCHASING DEPARTMENT WILL SERVE AS THE OFFICIAL TIME RECEIVED.** Harrison County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Harrison County.
3. Harrison County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the best proposal for approval. Receipt of any proposal shall under no circumstances obligates County to accept the lowest dollar proposal; and **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Harrison County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each Proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions.

6. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
8. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
9. County reserves the right to accept or reject any or all proposals.
10. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Harrison County Purchasing Department in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
12. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number
 - d) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Contact person for Billing and Payment questions:

Vicki Collier
vickic@co.harrison.tx.us
Harrison County Purchasing Agent
PO Box 2025
Marshall, TX 75671-2025
903-935-8412

13. Schedule of Events

Proposal Opening, at 2:00 PM	November 14 th , 2017
Award of Contract	November 27 th , 2017
Commence Work or Deliver Products	January 1, 2018

14. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

15. Disclosure of Conflict of Interest:

Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Harrison County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. Please submit complete CIQ forms to the Harrison County Clerk's Office located at 200 West Houston, Suite 143, Marshall, Texas 75670. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

16. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

HARRISON COUNTY
Stop Loss Insurance

17. Proposals, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
18. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - a) Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - b) Be able to comply with the required or proposed delivery schedule;
 - c) Have a satisfactory record of performance;
 - d) Have a satisfactory record of integrity and ethics;
 - e) Be otherwise qualified and eligible to receive an award.
19. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
20. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
21. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - a) Meet schedules;
 - b) Pay any required fees or taxes; or
 - c) Otherwise perform in accordance with the requirements.

Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs

which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

23. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Harrison County, Texas.
25. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
26. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
27. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

HARRISON COUNTY
Stop Loss Insurance

Proposal For Stop-Loss Insurance

Date: _____

To: Vicki Collier, Purchasing Agent
Harrison County Purchasing Department
200 West Houston Street, 1st Floor, Room 107
Marshall, TX 75670

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Harrison County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Proposer understands that Harrison County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the best proposal for Harrison County.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
General Information, Requirements and Instructions

HARRISON COUNTY
REQUEST FOR PROPOSAL

Proposal Current Details

GROUP: Harrison County
City, State: Marshall, Texas
Current TPA: GPA-Group Pension & Administrators, Inc.
Current Specific deductible: \$125,000
Life Time Max/Annual Max: Unlimited
PPO Network: PHCS Physicians Only and Cost Plus program
Current Carrier: Crum & Foster
Included in the Spec/Agg: Medical and Rx
Type of Contract: Current 24/12 Requesting 24/12
Specific Rates: Employee: \$63.73 Dependent: \$89.62
Aggregate Rates: Employee \$3.95
Aggregate Factors: Employee \$739.89 Dependent \$1,075.88
AIG Transplant EE: \$8.64 Dependent \$11.23
Census Division Names:

<u>Division Name:</u>	<u>Div #</u>
ACTIVE EES	
001	
EARLY RETIREES	002
SPOUSE 7 DEP OF RET EE >65	003
Spouse & DEP WORK REL DEATH	004
COBRA	999

Definitions:
DF=EE+FA DENTAL
VE=EE VISION
VC=EE+CH VISION
VS=EE+SP VISION
VF=EE+SP+CH VISION
OZ=PHCS PHYS ONLY PPO
EE=EE MEDICAL
EF=EE + FAMILY
DE=EE DENTAL
DC=EE+CH DENTAL
DS=EE+SP DENTAL
DF=EE+FA DENTAL
VE=EE VISION

VC=EE+CH VISION
VS=EE+SP VISION
VF=EE+SP+CH VISION
OZ=PHCS PHYS ONLY PPO

Current LASERS:

\$150,000 Specific on Claimant H870623-0088-1
\$350,000 Specific on Claimant H870623-0106-2
\$275,000 Specific on Claimant H870623-0234-2
\$200,000 Specific on Claimant H870623-0425-1
Desired TPA Commission: N/A %
Desired Agent Commission: N/A %
TOTAL Commission: N/A %

Attachments Include:

Census
Current FAS-Fund Accounting Summary 01.01.2017-08.30.2017
Previous FAS-Fund Accounting Summary 01.01.2016-12.31.2016
Previous FAS-Fund Accounting Summary 01.01.2015-12.31.2015
(Each FAS includes monthly enrollment)
Claims Analysis 07.01.2016-08.31.2017 Aged
CSPEC 08.2017
Denied Claims 08.2017
Harrison Registered – pend
Harrison Breakdown 12-16
Harrison Breakdown 12-15
Harrison Conditions Summary 08.2017
Current Summary of Benefits

HARRISON COUNTY
Stop Loss Insurance

Harrison County is inviting for sealed proposals from qualified Insurance Carriers to provide Stop-Loss Insurance. The County of Harrison is seeking to enter into an insurance services contract(s) with a state-registered (Texas) insurance company. The Harrison County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Stop-Loss Insurance" as specified herein. Sealed proposals will be accepted until 2:00 pm, Tuesday, November 14th, 2017. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:

RFP # 2018-01
Vicki Collier, Purchasing Agent
Harrison County Purchasing Department
200 West Houston Street, 1st Floor, Room 107
Marshall, Texas 75670

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

ADDITIONAL INFORMATION: Harrison County is requesting that sealed proposals must be routed to Vicki Collier, Purchasing Agent, at 200 West Houston Street, 1st Floor, Room 107, Marshall, Texas 75670. Harrison County believes that the data contained in these specifications is sufficient for preparation of a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Monday, November 13th, 2017 at 5:00 P.M. at 903.935.4807. Responses will be sent to all applicants via facsimile or email no later than 5:00 P.M. Email: vickic@co.harrison.tx.us. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT: Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor

HARRISON COUNTY
Stop Loss Insurance

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Harrison County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Harrison County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Harrison County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Agent if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Harrison County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

WAIVING OF INFORMALITIES: Harrison County reserves the right to waive minor informalities or technicalities when it is in the best interest of Harrison County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Harrison County.

PROPOSAL OPENING: At the proposal opening, only the identity of the proposers will be disclosed by the Purchasing Agent. The contents of each proposal will not be disclosed in order to protect the integrity of the follow-up negotiation with candidates. Vendors are cordially invited to the proposal opening, but are not required to attend.

PUBLIC INSPECTION: All proposals will later be made available to the public for inspection after the contract is awarded. If a proposer indicates and justifies in his proposal(s) that certain information in the proposal(s) is confidential or a trade secret, Harrison County will review those materials with the proposer prior to releasing the materials for public inspection after the contract award.

CONSULTANT: George M. Harmon, III is an independent insurance consultant providing assistance to Harrison County during the RFP process. George M. Harmon, III is compensated by Harrison County on a fee basis, and is not to be compensated by the service provider.

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PREPERATION OF PROPOSAL: The proposer shall prepare their proposal on the attached proposal form with attachments as necessary to fulfill the specifications contained herein. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled. A unit price must be stated for each item, either typed in or written in ink. Any exceptions or deviations from the requested services must be clearly indicated in writing and submitted with and form a part of the proposal form. Failure to follow these instructions will be grounds for disqualifications of a proposal.

WITHDRAWAL OF PROPOSAL: Proposers may withdraw their proposals anytime up to the time specified as the closing time for acceptance of proposals. However, no proposer shall withdraw or cancel their proposal for a period of 60 days after said closing date for acceptance of proposal nor shall the successful proposer withdraw or cancel or modify their proposal, except at the request of Harrison County, after having been notified that Harrison County has accepted the said proposal.

DISCISSION OF RFP- Harrison County or their representative reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the RFP before and after submission, any and all of which may be used in forming a recommendation.

QUALIFICATION OF COMPANIES, AGENTS AND TPAS SUBMITTING PROPOSALS FOR GROUP STOP LOSS BENEFITS- All companies submitting proposals must be licensed by the state of Texas and have demonstrated level of good performance with municipalities, school district's, counties or other public entities in Texas. The company agent must have an Errors and Omissions (E&O) policy with a minimum limit of \$1,000,000.

The company submitting a proposal for the stop-loss insurance program should maintain a fully staffed office for the servicing of the program. The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. The company must have been in business for at least five years and must assign a minimum of one qualified account representative to service Harrison County. This representative must have a minimum of five years experience in Stop Loss business.

AUTHORIZED SIGNATURE: All proposal forms must be signed by persons who have legal authority to bind the insurer and administrator to the services proposed.

DISQUALIFICATION AND REJECTION OF PROPOSALS: Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specification will, in and of themselves, result in disqualification.

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSAL: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) and three (3) copies of the RFP shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by Harrison County and the State of Texas. Proposers should add copies of their Professional Liability Insurance.

DURATION OF CONTRACT: The initial term of the contract shall be for one year with the County's option to renew for additional three (3) one (1) year contracts. In addition, any renewal must be delivered to the County of Harrison ninety (90) days prior to renewal.

SCOPE OF SERVICES: Harrison County is inviting for sealed proposals from qualified Insurance Carriers Stop-Loss Insurance. The County of Harrison is seeking to enter into an insurance services contract(s) with a state-registered (Texas) insurance company.

CONTINUITY OF COVERAGE: All employees, retirees and dependents covered by the current plan are to receive immediate coverage under the new plan. Continuity of coverage for current participants is to be on a "no loss no gain" basis for all insurance coverage. In addition, proposers must waive the actively at-work provisions. In fulfilling the Continuity of Coverage requirement fair credit must be allowed for all or any part of health insurance deductibles or co-insurance satisfied, and accumulated lifetime maximum amounts before the contract effective date.

RETIREE COVERAGE: An employee who has satisfied eight (8) years of service and reached the age 60. Or, an employee who's age and service equals 75 years of age. Or, an employee with 30 years of service to the county. Please refer to current census for retirees covered under Harrison County.

HARRISON COUNTY
Stop Loss Insurance

SECTION III
SELECTION SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Harrison reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Harrison County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: One (1) original and three (3) copies of RFPs should be submitted to:

Vicki Collier, Purchasing Agent
Harrison County Purchasing Department
200 West Houston Street, 1st Floor, Room 107
Marshall, Texas 75670

RFPs must be submitted by no later than 2:00pm on Tuesday, November 14th, 2017.

HARRISON COUNTY TIMELINE:

October 30th – Release Bid Specs

November 14th – Bids Due

November 27th– Commissioners Approval

December – Open Enrollment

January 1, 2018 Effective Date of Contract

SELECTION CRITERIA:

The evaluation criteria will include, but not be limited to, the items below.

Cost	30 pts.
Reporting Capabilities	20 pts.
Ability to Service	20 pts.

HARRISON COUNTY
Stop Loss Insurance

Comprehensive Response to RFP 15 pts.
References 15 pts.

Proposals will be first evaluated on technical factors other than cost, including coverage, benefits, services and financial stability. After a preliminary evaluation of the technical criteria, cost will be included in the evaluation process. For the evaluation of cost, fixed administrative cost for a three-year period will be considered first; followed by total first year cost for administrative services, stop loss insurance premiums and maximum claim cost. For aggregate stop loss insurance maximum claim cost, additional specific deductibles (lasers) will be added to maximum claim cost, if not an allowable claim expense for aggregate maximum claim cost.

BACKGROUND HISTORY:

Harrison County is located in northeastern Texas along the Louisiana border. Marshall, the county seat, is 152 miles east of Dallas and 39 miles west of Shreveport. Harrison County was officially established in 1839 and comprises 984 square miles. Harrison County has self-funded their Employee Medical and Dental with Group and Pension Administrators, Inc. Harrison County desires to receive proposals for continuation of the self-funded health plan based on duplication of Plan of Benefits unless otherwise specified.

ACKNOWLEDGMENT FORM

REQUEST FOR PROPOSAL
Stop-Loss Insurance

Having carefully examined the Terms and Conditions and Specifications, the undersigned Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The proposer affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage in the award of this proposal.

Date: _____

Company Name: _____

President/Designee: _____

Position: _____

I have read and understand the terms and conditions herein and will abide by them.		
_____	_____	_____
President/Designee (Signature)	Company Name (Please Print)	Date

Individual Stop Loss Insurance (ISL)
Request for Proposal Submission Form

RFP ASSUMPTIONS:

1. Proposal is to be based on duplication of the Plan of Benefits, unless otherwise specified. Any deviations must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.
 2. Proposal is to be based on the provided census attached.
 3. Contract effective date is to be January 1, 2018. All participants enrolled in the insurance plan as of December 31, 2017 are to be covered on a “no loss/no gain” basis. “No loss/no gain” for participants are to include credit for accumulated deductible, coinsurance, and lifetime maximum benefits.
 4. Harrison County desires to receive proposals for a three (3) year period on one of the following basis:
 - a) Fixed price for the three (3) year period, or
 - b) Two annual renewal adjustments determined by formula at the time the contract is awarded, or
 - c) One (1) year contract with two annual renewal options for rate and premiums deemed to be favorable to Harrison County. Renewal rates are to be provided to Harrison County by October 1 (90 days prior to anniversary date).
 5. Harrison County will only consider stop loss insurance policies meeting the following:
 - a) Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data Specific Coverage for “grand fathered” retiree members Insurance Company Quotation Document with all terms clearly listed Waive Actively at Work Provisions;
 - b) A separate offering with No-New-Lasers with a rap cap should be submitted as an additional quote;
 6. Are Agent Commission’s included in this quote? If so, what are they?
-

QUESTIONS:

1. Describe the business entity submitting the proposal:

Insurance Company Name:

Address:

Contact Person:

Telephone Number:

Fax Number:

Email Address:

Year Founded (Insurance Company):

What percentage of overall business is Health related?

Managing Underwriter's Name:

Year Founded (Managing Underwriter):

Number of Years for Representing Insurance Company:

2. Describe Financial Stability of Insurance Company:

- a. A.M. Best Rating:

- b. Is Insurance Company authorized to do business in Texas? () Yes () No

3. Provide three (3) Texas client references (preferably Texas Counties):

Name of Client	Contact Person	Number of Employees

HARRISON COUNTY
Stop Loss Insurance

PLEASE ANSWER QUESTIONS 4 THROUGH 7, IF STOP LOSS INSURANCE IS BEING SUBMITTED BY MANAGING UNDERWRITING GROUP OR OTHER BUSINESS ENTITY ACTING AS AGENT OR REPRESENTATIVE FOR ANY INSURANCE COMPANY.

4. Describe the business entity submitting the proposal:

Name of Business Entity:

Current Business Address:

Mailing Address:

Contact Person:

Telephone Number:

Type of Business Entity: Corporation General Partnership Sole Proprietorship;

Registered Limited Liability Partnership Limited Liability Company.

5. a. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes No

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

b. Does the business entity have any claims filed against it which are unresolved and presently pending before any State of Texas Administrative agency? Yes No
If yes, please provide a full description of the matter:

6. Financial Information:

Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years? Yes No

If yes, please describe:

Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years? Yes No

If yes, please describe:

HARRISON COUNTY
 Stop Loss Insurance

7. Describe insurance coverage (include copy of Insurance Certificate):

- a. The business entity must provide satisfactory evidence of existing insurance coverage in the amount of \$1,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

8. Describe ISL claim payment:

Where will claims be paid?

What is the definition of “paid claim” to be eligible for reimbursement?

What is the normal processing time for ISL claim?

What are eligible expenses related to investigation of claim (e.g. hospital audit, medical records, etc)

If Harrison County has negotiated with providers, will these discounts be accepted in lieu of doing a hospital audit? () Yes () No

Describe documentation needed for ISL claim reimbursement:

9. Describe Underwriting:

- a. Will any claimants be excluded or assigned a higher deductible? () Yes () No

If so, please describe:

- b. Will renewal rates be provided to Harrison County 90 days prior to renewal date? () Yes () No

10. What trend factors have you used in your proposal?

Insurance	Utilization	Inflation	Total
Medical			

11. How do you calculate trend adjustments-mid-point or effective date?

12. Please provide a copy of the Stop Loss Carrier’s Quotation Document.

13. Will you agree to provide a Specimen Stop Loss Contract?
 () Yes () No

HARRISON COUNTY
Stop Loss Insurance

14. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in Harrison County's Plan Document? () Yes () No

If so, please describe:

15. Are the active-at-work and disabled dependent provisions waived for the effective date of the contract?
() Yes () No

16. If Centers of Excellence are used for your transplant coverage, please provide specific information for facilities cost and procedures to be used: Please attach a schedule with complete information:

17. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote:

18. For what period of time are quoted rates guaranteed?

19. Is a longer rate guarantee available? () Yes () No

If so, please describe:

20. Are quoted rates net of agent commission? () Yes () No

If no, please describe:

Do quoted rates include advance funding for:

- a. Specific Claims? () Yes () No
If no, additional cost to provide:

- b. Aggregate Claims? () Yes () No

If no, additional cost to provide:

Is the quote based on the services of a particular claim administrator or provided network?
() Yes () No

Comment:

EXHIBIT B

Ethics Statement

Certification of Disbarment, Suspension and Other Responsibility

EHICS STATEMENT (Complete and Return this form with Proposal)

The undersigned firm, by signing and executing this proposal, certifies and represents to Harrison County, Texas that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) 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 firm also certifies and represents that the firm 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 firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Harrison County concerning this proposal on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this proposal; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm 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 Harrison County in return for the person having exercised their person's official discretion, power or duty with respect to this proposal; the firm 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 Commissioner, agent, or employee Harrison 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 vendor shall defend, indemnify, and hold harmless Harrison County all of its Commissioners, 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 proposal. I have read all of the specifications and general proposal requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #:

DEVIATIONS FROM SPECIFICATIONS IF ANY:

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (Complete and Return this form with Proposal)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;

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 enumerated in paragraph (1) (b) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, 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 11 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

HARRISON COUNTY
Stop Loss Insurance

EXHIBIT C

Insurance requirements

HARRISON COUNTY
REQUEST FOR PROPOSAL

Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

Workers compensation insurance in amounts established by Texas law, unless the proposer is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT FORM

I, _____, authorized representative for, _____ Company/Vendor hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Harrison County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Harrison County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer: Failure to provide Certificates of Insurance to Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest Proposer. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the

APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Harrison County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT D
Submission Forms

HARRISON COUNTY
REQUEST FOR PROPOSAL

Stop-Loss Insurance

No specific Submission Form is required, although excel format is preferred for financial presentation.

EXHIBIT E
Underwriting Data

HARRISON COUNTY
REQUEST FOR PROPOSAL

Stop Loss Insurance

Electronic Records for Marketing Purposes

Attachments Include:

Census

Current FAS-Fund Accounting Summary 01.01.2017-08.30.2017
Previous FAS-Fund Accounting Summary 01.01.2016-12.31.2016
Previous FAS-Fund Accounting Summary 01.01.2015-12.31.2015
(Each FAS includes monthly enrollment)
Claims Analysis 07.01.2016-08.31.2017 Aged
CSPEC 08.2017
Denied Claims 08.2017
Harrison Registered – pend
Harrison Breakdown 12-16
Harrison Breakdown 12-15
Harrison Conditions Summary 08.2017
Current Summary of Benefits

EXHIBIT F
Form 1295

HARRISON COUNTY
REQUEST FOR PROPOSAL

Stop-Loss Insurance

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Harrison County Purchasing Agent, the completed Form 1295 **must** be submitted to Harrison County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Harrison County contract.

Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800

By Signing on the "Compliance Page"
Your firm agrees to adhere to HB 1295 referenced above.

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Harrison County Purchasing Agent. Failure to do so may result in termination this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide Harrison County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____ **X**

This Form must be SIGNED.

The Original with Original Signature and Two (2) Copies must be Returned with Bid