



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER # 1460-EH**

**RFP TITLE: ADMINISTRATIVE SERVICES ONLY (ASO) AND RX FOR MEDICAL, PPO NETWORK, COBRA/HIPAA SERVICES, STOP LOSS AND FULLY INSURED COVERAGE (ACTIVES AND PRE-65 RETIREES)**

**DATE DUE: June 4, 2019**

**DUE NO LATER THAN 11:00 A.M.**

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

Please return **ORIGINAL, SIX (6) COPIES AND 1 SOFT COPY ON A FLASH DRIVE** RFP in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

By U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)  
1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.**

For additional information or to request addendum email: Mike Forbes or Beverly Findley at [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [beverly.findley@co.cameron.tx.us](mailto:beverly.findley@co.cameron.tx.us)

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

**YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.**

**All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

How did you find out about this RFP? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

**Is Proposer's principal place of Business within Cameron County? Yes - No**

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.



**REQUEST FOR PROPOSAL (RFP) #1460-EH  
ADMINISTRATIVE SERVICES ONLY (ASO) AND RX FOR MEDICAL, PPO  
NETWORK, COBRA/HIPAA SERVICES, STOP LOSS AND FULLY  
INSURED COVERAGE (ACTIVES AND PRE-65 RETIREES)  
EFFECTIVE OCTOBER 1, 2019**

The enclosed ***Request for Proposal (RFP)*** and accompanying documents are for your convenience in proposing the enclosed referenced products and/or services for Cameron County. **Sealed proposals must be received no later than Tuesday, June 4, 2019 at 11:00 a.m.** at the following address:

Purchasing Department  
County Courthouse (Dancy Bldg.)  
1100 E. Monroe St., 3<sup>rd</sup> Floor, Room 345, Brownsville, TX 78520

Please reference **RFP #1460-EH for 2019 Administrative Services Only (ASO) and RX for Medical, PPO Network, COBRA/HIPAA Services, Stop Loss and Fully Insured Coverage (Actives and Pre-65 Retirees)** in all correspondence pertaining to this proposal and affix this number to the outside front of the proposal envelope or box for identification. All proposals shall be to the attention of Michael Forbes, Cameron County. Please **submit one original, six (6) hard copies and 1 soft copy on a flash drive.**

Proposals received after the deadline will be returned unopened and will be considered void and unacceptable.

Awards will be made approximately 60 days prior to the effective date. To obtain results, or if you have any questions, please contact Michael Forbes, 956.544.0871, [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us). **Questions and inquiries must be submitted in writing via e-mail to the individual(s) identified above prior to 5:00 p.m. CST on Wednesday, May 29, 2019.**

If proposer desires not to submit a proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). Cameron County is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any proposal requirement(s) which may have influenced your decision to "No Quote."

If response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your firm wishes to be classified.

## CHECK LIST

Items checked below represent components that comprise this RFP/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFP/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

**Cover Sheet**

Your company name, address and your signature (**IN INK**) should appear on this page.

**Instructions to Proposers**

You should be familiar with all of the Instructions to Proposers.

**Special Requirements**

This section provides information you must know in order to make an offer properly.

**Specifications / Scope of Work**

This section contains the detailed description of the product/service sought by the

County.

### **Attachments**

**Attachments A, B, C, D, E, F, G, H, I**

Be sure to complete these forms and return with packet.

**RFP Guaranty & Performance Bond Information & Requirements**

This form applies only to certain RFPs/proposals. All public work contracts over 25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely

**Minimum Insurance Requirements**

Included when applicable

**Worker's Compensation Insurance Coverage Rule 110.110**

This requirement is applicable for a building or construction contract.

**Financial Statement**

When this information is required, you must use this form.

### **Other - Final Reminders to double-check before submitting RFP**

Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?

Did you complete, sign and submit page 1?

Did you complete and submit attachments A, B, C, D, E, F, G, H, I?

Did you provide the number of copies as required on the cover page?

Did you visit our website for any addendums?

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding please let us know why e-mail to [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

## INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective proposers (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Proposers as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.**

**GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.**

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all proposers involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H, I and return all with your RFP.

## CONFLICT OF INTEREST QUESTIONNAIRE:

### **For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**The form can be downloaded at the following web site:**

[http://www.co.cameron.tx.us/Purchasing/Docs/CIQ\\_2019.pdf](http://www.co.cameron.tx.us/Purchasing/Docs/CIQ_2019.pdf)

## DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**The form can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/Purchasing/Disclosure%20of%20Interest.pdf>

## TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

Tab Link: [http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock).

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 E. Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.)

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding proposers will receive written notification regarding the outcome of the award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site:

[http://www.co.cameron.tx.us/commissioner\\_s\\_court\\_agenda/index.php](http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php)

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

### PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL, SIX (6) COPIES AND 1 SOFT COPY ON A FLASH DRIVE OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFPs on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Written and verbal inquiries pertaining to RFP's must give RFP Number and Company.
7. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
8. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.
9. RFP unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
10. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
11. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the County.
12. Partial RFP's will be accepted and awarded by complete category.
13. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
14. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.



## SCORING

### EVALUATION AND SELECTION CRITERIA

#### WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 4 by evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

Evaluator average by category will be multiplied by the assigned weight for each vendor then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (i.e.: 25%) = 100 points  
Vendor X – price \$150,000 = 2.66 points X assigned weight (i.e.: 25%) = 75 points  
Vendor Y – price \$200,000 = 2 points X assigned weight (i.e.: 25%) = 50 points  
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$   
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.64 \times 25 = 66$

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

WEIGHT x SCORE POINTS = GRAND TOTAL

#### CATEGORY

Proposer's total proposed price	30
Proposer's qualifications/experience	20
Proposer's support service	25
The proposed services and approach meeting Cameron County's needs and requirements for as well as future needs.	25
TOTAL	<u>100</u>

In the "Price" Category, the maximum points will be assigned to the RFP with lowest, total price computed as specified. The points assigned to each of the other RFPs will be reduced by the percentage by which the RFP's computed price exceeds the lowest price.

The points assigned for the other categories will be based on the information provided in the RFPs, checks of references cited, and data available from independent sources such as technical journals and rating newsletters.

#### Note:

**Cameron County currently recognizes McGriff, Seibels & Williams of Texas, as their benefits consultant for the RFP. All services and rates should be quoted NET of commissions. No other broker will be recognized during this RFP and evaluation process.**



## SCOPE OF SERVICE REQUESTED

Cameron County is seeking proposals for the following services for a October 1, 2019 effective date:

- Administrative Services Only (ASO) and RX for Medical Benefits for its self-insured employee and Pre-65 retiree's health plan. Cameron County currently has a medical ASO agreement, PPO Network with the Texas Association of Counties (TAC) and the coverage is through BlueCross BlueShield of Texas.
- Cameron County has stop loss coverage through the Texas Association of Counties Health and Employee Benefits Pool.
- COBRA/HIPAA Administration: Cameron County currently contracts COBRA/HIPAA administration with Blue Cross Blue Shield.
- Pharmacy is administered by Navitus.
- Fully insured matching current plan design. Cameron County is self-insured but would like to see quotes with fully insured rates.

### PLEASE NOTE:

Cameron County reserves the right to choose multiple Contractors for the various products and services necessary to provide a comprehensive health insurance program for the County employees, dependents, and retirees. If any component proposed by the Contractor is contingent on placing other components with the same Contractor, please indicate so on the RFP response.

The schedule for this Request for Proposals is as follows:

Release RFP to Vendors.....	May 6, 2019
Deadline for Questions and Inquiries.....	May 29, 2019 @ 5:00 p.m.
Proposal Submission Deadline .....	June 4, 2019 @ 11:00 a.m.
Vendor Selection and Contract Negotiations.....	June 2019
Earliest Award of Any Single Contract.....	July 2019
Contract/Service Effective Date .....	October 1, 2019

Sealed proposals will be accepted until **11:00 A.M. C.S.T. on Tuesday, June 4, 2019, and should be addressed to:**

Michael Forbes, Purchasing Agent  
RFP #1460-EH  
County Courthouse (Dancy Bldg.)  
1100 E. Monroe St., 3<sup>rd</sup> Floor, Room 345, Brownsville, TX 78520

## CURRENT BENEFIT PROGRAM

The following information is intended to be a summary of the current program. Copies of the certificate of coverage for each of these coverage's as well as the claims data are included in the appendix of this RFP.

### Eligibility, Waiting Period and Five Year History

- Cameron County has approximately 1728 benefit eligible active employees, 47 benefit eligible pre-65 retirees.
- Active full-time employees working 30 hours or more per week are eligible to participate in ALL the programs listed below.
- Retirees are eligible for medical plan the day they retire with TCDRS.
- The waiting period for new hires is first of the month following 30 days.
- The County has been with Texas Association of Counties Health and Employee Benefits Pool since 2007.

### Active Employee and Retiree Enrollment

Classes	Enrollment by Tier				Total
	EE	EE + SP	EE + CH	EE + Fam	
Active	1010	142	394	182	1728
COBRA	0	0	2	0	2
Pre 65 Retirees	34	9	1	3	47
				<b>Total</b>	<b>1777</b>

### Active and Retiree Medical, Pharmacy and Stop Loss Plan

For all current Medical and Pharmacy plan designs, please see the attached Benefit Summary and Benefit Booklet (Exhibit B). For the stop loss coverage and administrative fees, please refer to the attached contract (Exhibit C).

- Cameron County offers one medical plan and they use BlueCross Blue Shield of Texas broad network, Blue Choice.
- Navitus is the administrator for the pharmacy program.
- The individual specific for the stop loss is \$200,000 with a medical and RX contract.
- The aggregate corridor is 125%.
- The stop loss contract for aggregate and specific coverage is on a 24/12 basis.
- COBRA / HIPAA Administration is a onetime fee \$150 per enrolled participant.

Current Employee and Retiree Medical Premium Contribution

	<b>Actives Rates</b>	<b>Pre – 65 Retiree Rates</b>
<b>Employee Only</b>	\$0	\$250.78
<b>Employee / Spouse</b>	\$168.75	\$575.98
<b>Employee / Child</b>	\$93.75	\$500.98
<b>Employee / Children</b>	\$125	\$532.23
<b>Employee / Family</b>	\$250	\$657.23

\*\*Employer Funding Rate \$550 per tier

ASO, Pharmacy and Stop loss Fees

	<b>Medical ASO</b>	<b>Pharmacy</b>	<b>Specific</b>	<b>Aggregate</b>
<b>Composite Fee</b>	\$42.25 pepm	\$2.77 pepm	\$62.75 pepm	\$1.95 pepm

**PROPOSAL REQUIREMENTS**  
(Plan Year Proposed 10/1/19 thru 9/30/20)

**If you are a TPA or Carrier Proposing on ASO services:** the County is seeking the following:

1. Match current Medical plans described in the attached benefit booklet as closely as possible.
2. Along with your services, please propose the most appropriate PPO medical network that will meet the County’s provider network needs. You will need to include a network disruption analysis and re-pricing.
3. Provide a stop-loss quote at this time with the following individual specifics: \$100,000; \$150,000; \$200,000; \$250,000 and \$300,000.
4. Please complete the questionnaires as well as applicable rate sheets.
5. Please complete the re-pricing request.

**If you are a Carrier Proposing on Fully Insured services:** the County is seeking the following:

1. Match current Medical plans described in the attached benefit booklet as closely as possible.
2. Along with your services, please propose the most appropriate PPO medical network that will meet the County’s provider network needs. You will need to include a network disruption analysis.
3. Please complete the questionnaires as well as applicable rate sheets.

Note: The County reserves the right to change any of the plan designs before October 1, 2019. The County is seeking proposal responses for a three-year contract period for self-funded contract and 12 month contract for fully insured contracts.

## Exhibit (Electronic Files)

- Exhibit A – Census
- Exhibit B – Medical Benefit Booklet
- Exhibit C – ASO, RX and Stop loss contract
- Exhibit D - Claims Report
- Exhibit E– Medical Re-Pricing File with network disruption instructions on how to request the data to MSW

ANY QUESTIONS concerning this Request for Proposal and Specifications should be directed in writing to Michael Forbes at 956.544.0871, [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us).

Questions and inquiries must be submitted in writing via e-mail to the individual(s) identified above prior to 5:00 p.m. CST on Wednesday, May 29, 2019.

## **EXECUTIVE SUMMARY**

*Format and Content: Please included in your RFP's as part of your cover.*

### **Executive Summary (2 pages max.)**

Summary of Proposal as submitted

### **Introduction (2 pages max.)**

Proposals must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. Proposals must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected. Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

### **Management Plan for the Project (1 page max.)**

Proposers must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish desired results and meet Cameron County's needs.

### **Experience and Qualifications (2 pages max.)**

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team. Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed and title.

### **Cost RFP Proposal (1 page max.)**

Proposer's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract. To answer this section, you can include the pricing sheets provided in the next few pages.

### **Evaluation Criteria (2 pages total max. for all criteria)**

Explain your company strengths/advantages as they pertain to each of the Evaluation Scoring criteria's below. Note each criteria separately with explanation for each.

- Proposer's total proposed price
- Proposer's qualifications/experience
- Proposer's support service
- The proposed services and approach meeting Cameron County's needs and requirements for as well as future needs.

**GENERAL QUESTIONNAIRE (To be answered by all Proposers)**

These questions will help us evaluate how your organization can help us maximize success.

Describe Your Organization.

- a. Name: \_\_\_\_\_
- b. Complete Address: \_\_\_\_\_
- c. Contact Person: \_\_\_\_\_
- d. Telephone Number: \_\_\_\_\_
- e. Email Address \_\_\_\_\_
- f. Year Founded: \_\_\_\_\_

- 1. Where is your company headquarters located?
- 2. Please provide your most recent published financial statement and/or Best Insurance rating. (Please provide financial size category.)
- 3. Will there be an individual account manager dedicated to Cameron County, and if so, where will he/she be located? Please provide biographies of each individual.
- 4. Cameron County requires the right to approve any correspondence sent to our employees. Do you agree to the prior approval agreement?
- 5. Will any of your services be sub-contracted with outside vendors? (if yes, please describe the services and with whom you sub-contract – i.e. ABC Company for ID card printing.)
- 6. Will you be willing to have representatives available at initial employee educational and enrollment meetings as well as future open enrollments, health fairs, and other special requirements?
- 7. How long has your organization been doing business in the state of Texas?
- 8. Will your phone unit provide support to the initial and on-going future enrollments by answering members' phone calls about benefits and networks, etc. (If yes, keep in mind that calls could start coming in 4-6 weeks prior to Cameron County's eligibility data being loaded so CSR's would have to be working from specimen policies, summary plan documents, and early schedules of benefits to answer member questions since neither the plan nor the member will be loaded into your system prior to the initial enrollment).

9. Provide three Texas client references (preferably public sector clients).

<b>Name of Client</b>	<b>Contact Person</b>	<b>Telephone Number</b>	<b>Number of Employees</b>

10. Provide three former Texas client references (preferably public sector clients).

<b>Name of Client</b>	<b>Contact Person</b>	<b>Telephone Number</b>	<b>Number of Employees</b>



**SELF-FUNDED MEDICAL QUESTIONNAIRE (To be answered by TPAs and Carriers)**

*Answers must be concise and be specific to each item.*

**1. Plan Administration**

- 1.1. Are customer service functions and claim payment performed in the same location?  
\_\_\_\_YES \_\_\_\_NO
- 1.2. Contractor will provide COBRA administration and the fee will be included in the submitted rate. The County will provide notification of termination to the Contractor who will then be responsible for all other aspects of the process, including but not limited to the following: employee notification for medical, drug, dental, and vision benefits; certificate of coverage for HIPAA compliance; billing and premium collection for medical, drug and dental benefits; mail identification cards and informational materials to the subscriber home.  
\_\_\_\_AGREE \_\_\_\_DO NOT AGREE
- 1.3. Contractor agrees to provide the County with the Summary of Benefits and Coverage Notices prior to open enrollment for the County to distribute to employees.  
\_\_\_\_AGREE \_\_\_\_DO NOT AGREE
- 1.4. Contractor agrees to provide the County with Summary of Benefits and Coverage as required by PPACA (Healthcare Reform). \_\_\_\_AGREE \_\_\_\_DO NOT AGREE

**2. Customer Service**

- 2.1. Contractor will develop, print, and distribute a customized, lay language, Summary Plan Document (SPD) booklets to be made available in electronic format or be mailed to the subscriber's home address at the time of initial enrollment and thereafter for new hires or other new subscribers? SPD shall be reviewed and approved by the County. The SPD will be developed and submitted to each subscriber not later than April of each year unless another date has been agreed upon by the County. \_\_\_\_AGREE \_\_\_\_DO NOT AGREE

**3. Eligibility**

- 3.1. Can you accept enrollment, maintenance, and termination data from the County online?  
\_\_\_\_YES \_\_\_\_NO
- 3.2. Is enrollment available with electronic data feed capabilities? \_\_\_\_YES \_\_\_\_NO

**4. Network**

- 4.1. Do you currently offer any hospital tiered benefit arrangements (Accountable Care Organizations or EPO) in the South Texas area?
- 4.2. Are you anticipating any material changes in network size (for either hospitals or providers) in the network area serving the County during the next 12 months? \_\_\_\_YES \_\_\_\_NO
- 4.3. What is the Contractor's standard process and advance notification timeframe to notify the County and its subscribers of network changes?
- 4.4. Describe the Contractor's transition process for handling patients that are currently receiving care in a non-network hospital as well as those currently receiving outpatient services at time of contract implementations.
- 4.5. Are any parts of the Contractor's networks leased? \_\_\_\_YES \_\_\_\_NO  
4.5.1. If yes, identify owner of the network and the geographic service area.
- 4.6. Is your designated network separate or a subset of your large network?

5. **Claims Payment Processing**

- 5.1. Contractor will furnish Explanation of Benefit (EOB) payment statements to subscribers after a claim has been received and payment issued or rejected. A sample copy of EOB is included.  AGREE  DO NOT AGREE
- 5.2. For those claims that require additional information before processing can continue, is a notice sent to the provider and/or subscriber advising them of this fact?  
 YES  NO
- 5.2.1. How much of a delay generates such notice?
- 5.3. Describe the process for obtaining medical consultation needed for claims payment determination.
- 5.3.1. What qualifications do the Contractor's medical consultant(s) possess?
- 5.3.2. How often do the Contractor's medical consultant(s) meet to review claims?
- 5.4. Please indicate your process for handling subrogation claims
- 5.5. Explain the current procedure for identifying and processing claims for Coordination of Benefits.
- 5.6. Describe the appeal process of a contested claim.
- 5.7. Does your claim system check for duplicate charges? What are the criteria used?
- 5.8. Does your system check for bundling/ unbundling of claims? What are the criteria used?
- 5.9. How do you treat RAPLE doctors associated with inpatient hospital admission? Please explain. RAPLE doctors include radiologist, anesthesiologist, pathologist, lab and emergency room physicians.
- 5.10. How do you treat RAPLE doctors associated with emergency room care? Please explain. RAPLE doctors include radiologist, anesthesiologist, pathologist, lab and emergency room physicians.
- 5.11. Please provide a copy of your Standard Performance Guarantees.

6. **Medical Management**

- 6.1. Hospital Pre-Certification and Large Case Management
- 6.1.1. Briefly describe your case management and utilization review functions. Provide an estimate of savings associated with these programs.
- 6.1.2. Describe the process and criteria for identifying subscribers in need of large case management, including those with large outpatient expenses without having an inpatient stay.
- 6.2. Centers of Excellence
- 6.2.1. Does the Contractor have a network of "Centers of Excellence"? If so, Describe how facilities are selected.  YES  NO
- 6.2.2. Define experimental treatment and the process for evaluating new treatments.
- 6.2.3. What is the policy on experimental and catastrophic procedures such as organ or tissue transplants and new technologies?
- 6.2.4. Describe the selection criteria or prior authorization process to gain access to the centers.
- 6.2.5. Describe how case management is provided for subscribers who access Centers of Excellence (i.e., are they handled in a unit separate from other catastrophic cases)?
- 6.3. Disease Management
- 6.3.1. Describe the Contractor's Disease Management program, tools, and resources.
- 6.3.2. Is the program able to work with an outside Pharmacy Benefit Manager (PBM)?
- 6.3.3. Describe the Contractor's efforts to encourage prevention and treatment for disease management programs within the subscriber population (such as diabetes, cardiac, mental health, other).
- 6.3.4. Describe the Contractor's process for identifying subscribers in need of disease management.
- 6.3.5. Describe savings, both gross and net, including savings per subscriber per month.
- 6.4. Wellness Programs
- 6.4.1. List and describe the wellness programs, health fairs, and educational programs the Contractor has available to the County:

\_\_\_\_\_ At no additional cost                      \_\_\_\_\_ At an additional cost.  
6.4.2. Describe the type of communication material provided and successful methods used to promote the Contractor's wellness programs to subscribers.

7. **Online Tools and Resources**

- 7.1. Describe the Contractor's online tools and resources available to employees.
  - 7.1.1. Describe wellness related tools and resources
  - 7.1.2. Describe Educational tools and resources
  - 7.1.3. Describe cost savings tools and resources.
- 7.2. Attach samples of your standard reporting package that is included in your quote and note the frequency of these reports. Please note if your paid claims numbers are based on paid or incurred claims figures.
- 7.3. Indicate if you are able to grant access to the plan administrator and McGriff, Seibels & Williams to run their own reports at no cost.    \_\_\_\_\_ YES                      \_\_\_\_\_ NO
- 7.4. Are you able to provide claims dump not to exceed once a Quarter? These files should include eligibility, financial, and utilization information.    \_\_\_\_\_ YES                      \_\_\_\_\_ NO
  - 7.4.1. Please include layout specifications for the claim dump file(s) if available.
  - 7.4.2. Is there any additional cost?
  - 7.4.3. Are you able to provide an ADHOC reporting?    \_\_\_\_\_ YES                      \_\_\_\_\_ NO
    - 7.4.3.1. How are these requested?
    - 7.4.3.2. Is there any additional cost?

8. **Banking Arrangements**

- 8.1. Are checks issued on the employer's or carrier's stock?
  
- 8.2 Do you require a minimum balance to be maintained or can the County use a zero balance account?

9. **ID Cards**

- 9.1. Are ID cards customizable?

10. **Nurse Line & Patient Engagement**

- 10.1. Is a nurse advisory toll free number available? Is there any associated cost?
- 10.2. Provide your definition of patient engagement? Explain how your levels of engagement are changing behavior. What percent of your engagement activity is telephonic versus mail based?

11. **Stop Loss Integration**

- 11.1. Is your system set up to automatically pend stop loss claims, so an audit can be performed prior to issuing the check? What is the turnaround time for this to happen?
- 11.2. Please describe the stop loss filing process that will be used for the County.
- 11.3. If pharmacy benefits are provided through a third-party, are you able to integrate medical and pharmacy cost data into one combined summary to provide to the stop loss carrier?

12. **HIPAA**

- 12.1. Is your business fully compliant with HIPAA Privacy and Security standards (including all requirements of HITECH)?
- 12.2. Does your system support on-line, real time, EDI eligibility inquiries? If yes, how do you maintain security and access?
- 12.3. Does your system support a secure e-mail system?

### **13. AUDITS**

13.1. What is the frequency of your internal audits?

13.2. What is the frequency of your external audits?

13.3. Who performs external audits?

13.4. Would you be willing to pay for an outside audit?

13.5. At what trigger point do you conduct/require hospital claims audit?

**FULLY INSURED MEDICAL QUESTIONNAIRE (To be answered by Carriers)**  
***Answers must be concise and be specific to each item.***

1. Is eligibility available online to Human Resources staff?
2. Contracted vendors will keep the County supplied with needed enrollment materials. Please supply sample of material.
3. What is the average turnaround time for supplying ID cards directly to participants?
4. Describe process for appeal of a contested claim.
5. How is large case management handled? Where is it located?
6. What happens in if an employee needs to access care outside the network? Out of area? At a Center of Excellence, such as MD Anderson Medical Center? Have they earned URAC accreditation? Please describe the qualifications of the staff involved.
7. Is a nurse advisory toll free number available? Is there any associated cost?
8. Please explain your disease management programs. Are these programs provided at an added cost? Which diseases do you target? How do you determine which members are "at-risk". Is this integrated with your claims system?
9. Do you provide on-line Health Risk Assessments at no additional cost? If so, does the assessment feed into your disease management program?
10. Do you have a biometric screening firm that you contract with? If so, who? Is there an additional cost for biometric screenings, and how much?
11. Does your proposal include wellness program?
12. As a vendor, will you work with the County on wellness programs and initiatives (such as annual flu shots, allergy clinics, healthy pregnancies)? If so, include a suggested plan or sample plans you have used for other employers.
13. Will you provide renewal and rate information 180 days prior to renewal? If not, what is the earliest date renewal rate information will be made available?

**PHARMACY PROGRAM QUESTIONNAIRE  
(PPO AND PRESCRIPTION DISCOUNT COST ANALYSIS)**

***Answers must be concise and be specific to each item.***

Please match the current pharmacy benefit plan design.

1. Please describe your retail pharmacy network including its relationship to you (e.g. owned or leased)?
2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentist, is covered by the pharmacy program.
3. Which nationally recognized pharmacies are in your network and what is their contracting arrangement? Do you have smaller/performance networks that provide a lower cost? If so, please describe?
4. Does the pharmacy plan proposed use a formulary or preferred-drug list? If so, how do you determine what drugs are on the formulary or preferred drug list?
5. What quantity is Average Wholesale Price (AWP) based on for mail order?
6. How are manufacturer rebates handled? Will Cameron County share in the rebates? If so, what percentage? Can you offset your medical administration fee if you maintain the rebates?
7. If a formulary is proposed, what are the average savings a group the size and composition of Cameron County might expect? Can this formulary be modified?
8. What is the process for an over-ride or an exception?
9. Do you offer a mail order prescription drug program? If so, do you own your mail order facility?
10. What is the average turnaround time for mail order pharmacy?
11. Can mail order prescriptions be ordered on-line?
12. Do you offer alternatives in the pharmacy program (i.e. step therapy or mandatory generic) that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
13. Please submit a sample of your standard reporting package. Please submit a sample of non- standard reports that are available, and any associated costs, and how these are requested.
14. Please describe how average wholesale price is calculated.
15. Is there any case management to help avoid over utilization at different pharmacies, etc.?

## PRICING

Please provide a detailed pricing proposal for your products and services. Include any and all standard and optional components, including setup fees, service fees, customization fees, employee vs. dependent usage fees, report costs, communications materials costs, upgrade or maintenance charges, etc. Please complete the chart below and include a separate page if necessary.

### Medical– Proposed ASO Fees

Check here if declining to quote Self-funded:

	Cost PEPM
Medical Claims Administration	
Network Access Fee	
Pre-Certification/ UR	
Case Management	
Stop Loss Interface Fee	
Total Administrative Costs	
Additional Costs	
Price Transparency/Center of Excellence Fee	
PBM Accumulators Fee	
Large Case Management Fee	
PBM administration Fee	
Initial or Renewal Set up fees	
Miscellaneous Printing costs (i.e. SPDs, etc.)	
Miscellaneous or any other fees not mentioned above:	
COBRA & HIPAA Administration	
Run Out Fee	
Rate Guarantee	
Credits	
RX Rebate Credit	
Wellness	
Marketing Budget	
Communication Budget	

### **Medical– Proposed Fully Insure Rates**

Check here if declining to quote Fully Insured Coverage:

Medical – 12 month Contract Rates

Medical	Match Current	Alternate Plan
EE		
ES		
EC		
EF		



**Medical– Proposed Stop Loss Fees**

**Check here if declining to quote Stop Loss:**

	Specific	Aggregate	Note Variances
Contract Type			
Deductible	\$100,000		
Contract Limit			
Monthly Rate, Ind.			
Monthly Rate, Fam.			
Ind. Attach Point (125%)			
Fam. Attach Point (125%)			

	Specific	Aggregate	Note Variances
Contract Type			
Deductible	\$150,000		
Contract Limit			
Monthly Rate, Ind.			
Monthly Rate, Fam.			
Ind. Attach Point (125%)			
Fam. Attach Point (125%)			

	Specific	Aggregate	Note Variances
Contract Type			
Deductible	\$200,000		
Contract Limit			
Monthly Rate, Ind.			
Monthly Rate, Fam.			
Ind. Attach Point (125%)			
Fam. Attach Point (125%)			

	Specific	Aggregate	Note Variances
Contract Type			
Deductible	\$250,000		
Contract Limit			
Monthly Rate, Ind.			
Monthly Rate, Fam.			
Ind. Attach Point (125%)			
Fam. Attach Point (125%)			

	Specific	Aggregate	Note Variances
Contract Type			
Deductible	\$300,000		
Contract Limit			
Monthly Rate, Ind.			
Monthly Rate, Fam.			
Ind. Attach Point (125%)			
Fam. Attach Point (125%)			

**Pharmacy – Proposed PBM Fees**

Check here if declining to quote RX Services:

<b>Name Pharmacy Benefit Management</b>		
<b>Pharmacy Network</b>		
<b>Name of TPA that will integrate</b>		
<b>Implementation Fee</b>		
<b>Admin. Fees</b>		
Electronic (Per Script)		
Paper Claim (Per Script)		
Per Paid Claim		
PEPM		
<b>RX Dispensing Fees</b>	<b>Per Script</b>	
Brand 30 (Scripts)		
Brand 90 days (Scripts)		
Generic 30 (Scripts)		
Generic 90 days (Scripts)		
Mail Order Brand (Scripts)		
Mail Order Generic (Scripts)		
Specialty (Scripts)		
<b>Is 100% manufacture (rebate) review pass through to the client?</b>	<b>Yes or No</b>	
<b>RX Rebate</b>	<b>Per Script</b>	
Retail (Scripts)		
Mail Order (Scripts)		
Specialty (Scripts)		
<b>RX Discount</b>	<b>Per Script</b>	
	<b>Retail</b>	
	<b>Mail</b>	
Brand - 30 days / 90 days	AWP -	AWP -
Generic - 30 days / 90 days	AWP -	AWP -
Mail Order Brand	AWP-	
Mail Order Generic	AWP-	
Specialty	AWP-	
<b>Is MAC List submitted with RFP</b>	<b>Yes or No</b>	
<b>DUR/Cost</b>		
<b>Integrated with Medical Eligibility</b>	<b>Yes or No</b>	
<b>ID Cards</b>	<b>Yes or No</b>	

## MEDICAL CLAIMS RE-PRICING

All vendors will need to provide data for a claims pricing and network analysis. McGriff, Seibels & Williams will provide a claim file upon request. **To request the files for this re-pricing and medical network disruption analysis, please email Michael Forbes, 956.544.0871 [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us).**

**McGriff, Seibels & Williams and Cameron County reserves the right to evaluate the data submitted through the process of this RFP to the top three vendors.**

THE FOLLOWING ONLY APPLIES TO ALL VENDORS PARTICIPATING IN THIS RFP

Due to differences in the way carriers, TPAs and other vendors handle their repricing process, **McGriff, Seibels and Williams** has developed an independent methodology for analyzing potential savings and disruption. It is important that you follow the procedures in this document. Failure to submit a complete detailed repricing file will be taken into consideration during the decision-making process. If you have any questions, please speak with your McGriff contact as soon as possible.

We recognize the sensitive nature of detailed repricing data. This information will only be used in a summary format by McGriff and its clients. No detailed information will be shared with any outside parties. We also understand that network membership and contracts are subject to change at any time and the data you return represents a best estimate only.

Please reprice the claims and determine network participation on a prospective basis. The service and admission dates are provided for your reference only. You should handle the claim as if it were happening with current network participation and discounts in place.

To avoid confusion due to differing uses of terms such as “eligible” and “allowed”, we use the phrases PreDiscount and PostDiscount. PreDiscount is the amount of charges after any non-covered amounts have been removed. You can assume all PreDiscount amounts are eligible for payment. PostDiscount refers to the amount of the claim after all discounts have been applied. Assume no coordination of benefits or Medicare payments to be applied.

The accompanying tab-delimited file contains the following fields:

Field	Description
RecordID	Unique record identifier
ClaimantID	Unique claimant identifier (de-identified)
Claimant Relationship	Relationship to employee
Claimant Gender	Gender
Claimant Date of Birth	CCYYMMDD
Claimant District	Home address where available
Claimant State	Home address where available
Claimant ZIP Code	Home address where available
Provider Type	From claim dump
Provider Tax ID	From claim dump. Uses TIN.
Provider Name	From claim dump, extra white space removed to standardize format
Provider District	From claim dump
Provider State	From claim dump

<b>Provider ZIP Code</b>	From claim dump
<b>TransactionID</b>	ClaimID from claim dump
<b>Diagnosis Code - Primary</b>	From claim dump

<b>Field</b>	<b>Description</b>
<b>Diagnosis Code - Secondary</b>	From claim dump
<b>CPT Procedure Code</b>	From claim dump
<b>CPT Procedure Modifier Code</b>	From claim dump
<b>ICD9 Procedure Code</b>	From claim dump
<b>Revenue Code</b>	From claim dump
<b>Date of Service Begin</b>	From claim dump, CCYYMMDD
<b>Date of Service End</b>	From claim dump, CCYYMMDD
<b>Admission Date</b>	From claim dump, CCYYMMDD
<b>Discharge Date</b>	From claim dump, CCYYMMDD
<b>Discharge Status</b>	From claim dump
<b># of Units of Service</b>	From claim dump
<b>Place of Service</b>	From claim dump
<b>Type of Service</b>	Facility, Professional, Other
<b>Claim Category</b>	Inpatient/Outpatient/Professional/Other
<b>Pre Discount Amount</b>	All eligible charges.

Records with adjustments and \$0-charge amounts are included in order to identify any bundling opportunities.

The file you return must also be a line-by-line file. Do not delete any records from the file. At minimum, the return file should contain the following fields:

<b>Field</b>	<b>Description</b>
RecordID	Retain from incoming file. Used to cross-reference
PreDiscountAmount	Retain from incoming file
Considered	Y/N - Indicate if repricing and disruption were completed for this record
DiscountPct	Discount percentage applied to claim line
PostDiscountAmount	Repriced amount applied to claim line
ProviderNetworkStatus	In/Out. Indicate if provider is a member of the proposed network.
NetworkClaimIndicator	In/Out. Indicate if claim would be processed in-network or out-of-network.

If you prefer, you may append these fields onto the original file layout. Please submit your return file in either Excel or tab-delimited text format, with headers included. Feel free to compress the file into .zip format if you wish.

If you mark any records as not considered, please attach a note explaining the reason for the exclusions.

Thank you for your assistance with this project. Please contact us if you have any questions regarding the file layouts or data.

**ATTACHMENT A  
REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.  
***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**ATTACHMENT B**

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



**ATTACHMENT C**  
**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a  
Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a  
Nonresident

(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

\_\_\_\_\_  
(City and State)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**ATTACHMENT D**

**CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED PROPOSER PRESENTATIONS OR PROPOSER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT / PURCHASING DEPARTMENT AT ANY TIME.**

**FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.**

- 01. Has any individual with the firm submitting this Proposal Response made any contact with any Member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

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- 02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

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\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_

Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



**ATTACHMENT F**  
**Certification Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application 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 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, theory, 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 with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

ATTACHMENT G

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

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

Date Received

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

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

1 Name of vendor who has a business relationship with local governmental entity.

2. [ ] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate tiling authority not later than the 7th business day after the date on which you became aware that the originally tiled questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

[ ] Yes [ ] No

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

[ ] Yes [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local Government officer services as an officer or director, or holds an ownership interest of one percent or more?

[ ] Yes [ ] No

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

4. [ ]

Signature of vendor doing business with the governmental entity

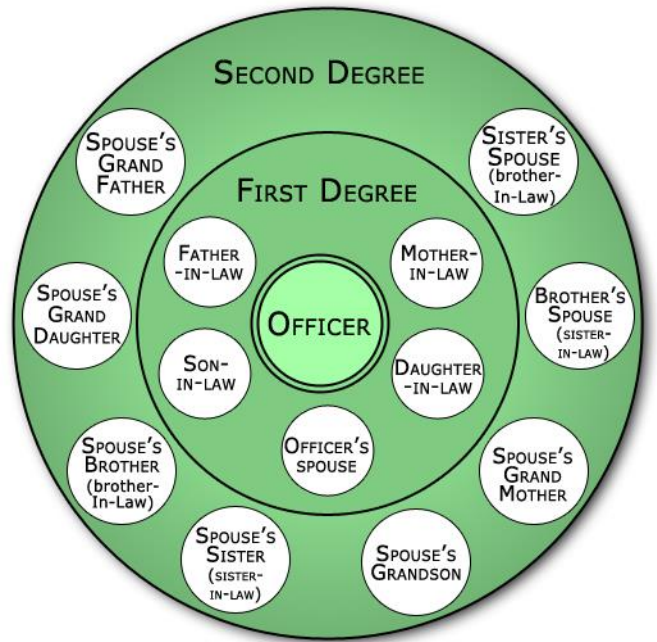
Date

## NEPOTISM CHART

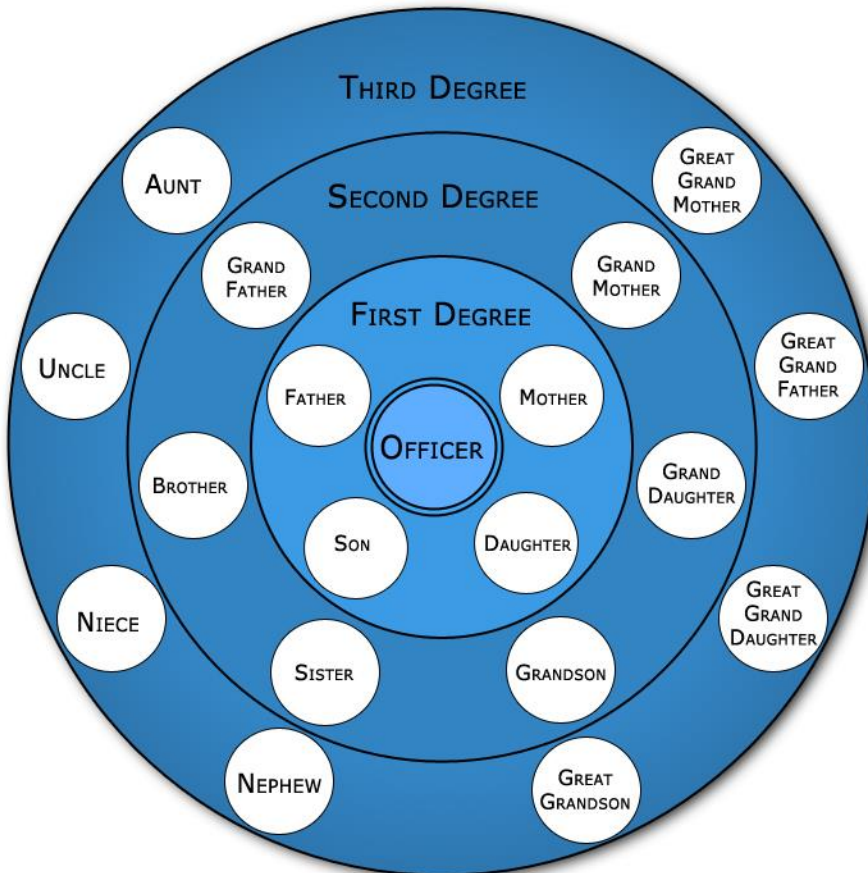
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**ATTACHMENT H  
DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ  
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S  
OFFICE  
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law, this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FIRM is: 1. Corporation ( )      2. Partnership ( )      3. Sole Owner ( )  
4. Association ( )      5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002
  - a) For purpose of this chapter, a person has a substantial interest in a business entity if:
    - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
    - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
  - b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.



**DISCLOSURE OF INTERESTS (CONTINUED)**

- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Certifying Person: \_\_\_\_\_



**HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_,  
*[Person Name]*

the undersigned representative of \_\_\_\_\_  
*[Company or Business Name]*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies that the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies that the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations

are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract that allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners’ Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee’s scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County’s action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department’s written decision on the protest.

Review Process:

1. Upon receipt of a Proposer’s protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.

2. The Department's internal protest review procedures consist of the following:

a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.

b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or

2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options that may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer,

to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on



orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees that may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

### **APPLICABLE LAW**

To the extent, it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**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 this RFP and any resulting contract, then such party shall give notice and full particulars of 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 enemy, 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, lightening, earthquakes, 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 with 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.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, the parties intend this writing as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no

assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.