



*REQUEST FOR PROPOSALS*

**RFP# 2019-910**

*Medical Stop Loss  
for  
Gregg County, Texas*

**DUE DATE: Tuesday, May 21, 2019**

**BY: 2:00PM**

Gregg County Purchasing Office  
101 East Methvin Street, Suite 205  
Longview, Texas 75601

## Table of Contents

Cover Page	Page 1
Table of Contents	Page 2
Instructions	Pages 3-4
RFP Submission Requirements	Page 4
Standard Terms and Conditions	Pages 5-6
➤ Insurance Requirements	
➤ Bond Requirements	
➤ Criminal Background Checks	
Scope of Work	Pages 7-8
Submission Requirements	Page 9
Evaluations	Page 10
RFP Forms Section	Pages 11-16
A. Gregg County Standard Terms and Conditions	
B. Questionnaire	
C. Cost Proposal	
D. Medical Summary Plan Document	
E. Plan Design Changes	
F. Census	
G. Claims	

*This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the RFP package. Bidders are responsible for reading the entire RFP package and complying with all specifications.*

## ***RFP INSTRUCTIONS/REQUIREMENTS***

- ❖ ***SUBMISSION OF PROPOSALS***: one jump/flash drive with proposal downloaded and **two (2) complete sets** of all RFP proposed documents (original and one (1) copy) all shall be sealed and **marked** RFP# 2019-910 Medical Stop Loss.

Gregg County Purchasing  
Kelli Davis, CPPB, Purchasing Agent  
101 East Methvin, St. 205  
Longview, Texas 75601

- ❖ Questions concerning this RFP process shall be directed to Gregg County Purchasing Director by email to [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us); Kelli Davis. Failure to comply with this guideline could result in disqualification from the RFP process.
- ❖ **All RFP's must be sealed** when returned to Gregg County.
- ❖ The proposal must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Gregg County Purchasing Agent, 101 East Methvin, St. 205, Longview, TX, 75601 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this RFP.
- ❖ All questions/checklists/blanks must be included in your response on the forms provided. Failure to include any of the requested information within your proposal may result in rejection/disqualification.
- ❖ PROPOSALS WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address, date and time listed above. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor.
- ❖ It is the respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide signatures on forms could render bid non-responsive.
- ❖ All documents relating to this RFP including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted under the RFP number on the Gregg County Purchasing Department website and available for download.. **It is the respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.**

- ❖ **Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the respondent.** If your proposal is sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of their proposal to the Purchasing Department before the advertised date and hour for opening of RFP. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, RFP thus delayed will not be considered and will be disposed of as authorized.

### **QUESTIONS/RESPONSES:**

**QUESTIONS:** Respondent questions are due by 12:00pm noon Friday, May 17, 2019. Respondent questions, requests and/or inquiries for additional information regarding this RFP process must be emailed to Kelli Davis at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) Verbal communications for clarification are not allowed and will not be addressed Failure to follow this directive may result in rejection of proposal.

**Please Note:** Respondents who email questions will not receive a personal response to their question(s) but must retrieve question responses online. Therefore, it is the sole responsibility of Respondent to review the Gregg County website periodically for RFP responses to questions, RFP amendments or updates.

## **RFP Submission Requirements**

- ✓ **Completed and signed Forms including *Certification of Eligibility, RFP Signature Form, RFP Contract, Official RFP Sheet and Vendor References.* Vendor shall submit original forms with original signatures. Insurance Certificates – Respondents must submit all Insurance Certificates with proposal.**
- ✓ **Company profile, including experience and resume of proposed project manages. Also, include information regarding any pending or past lawsuits within 10 years.**

## ***BONDING REQUIREMENTS***

If applicable, a bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

## ***CRIMINAL BACKGROUND CHECKS***

**Any Courthouse projects will require vendors to enter sensitive security areas. These include, but are not limited to, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails.**

**The following will apply to awarded vendor personnel.**

- The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

**The Criminal Background Check applies to the individual and not the company.**

## *Scope of Work*

Gregg County offers benefits to all full-time employees who are in a position budgeted to work at least 30 hours per week as well as pre-65 retirees. The census is included as an attachment. The County has approximately 526 full time employees. Employees are eligible first day of the month following sixty (60) calendar days of hire. Active employees are offered one plan option, which includes three (3) tiers. The plan is self-funded and included prescription drug coverage and dental. The plan runs from July 1<sup>st</sup>, through June 30<sup>th</sup>. Pre-65 are offered the same plan or can elect a catastrophic plan in lieu of staying of on the employee sponsored health plan.

The County wishes to solicit quotes for Stop Loss insurance from interested vendors for a July 1, 2019 effective date.

Gregg County is currently is self-funded with Healthcare Highways Life Insurance Company for medical claims administration and PBM services. Highmark is the current stop loss insurance provider.

Terms	Gregg County
Carrier	Highmark Life Insurance Company
Contract Eff. Date	July 1 <sup>st</sup> , 2018
Contract Basis	9/9
Coverages	Medical & Rx
Spec Deductible	\$250,000
Aggregate Corridor	125%

### **Stop Loss Rate History**

	2017/18 Highmark	2018/19 Highmark
<u>Individual Stop Loss - PPO</u>		
Deductible Coverage	\$230,000	\$250,000
Contract Basis	Medical & Rx PAID	Medical & Rx PAID
Premium		
Employee	\$43.87	\$46.31
Family	\$119.33	\$127.95
<u>Aggregate Stop Loss - PPO</u>		
Coverage	Medical & Rx	Medical & Rx
Contract Basis	PAID	PAID
Premium	\$6.20	\$5.98
Agg. Factors		
Employee	\$844.37	\$924.11
Family	\$2,026.48	\$2,217.86

**Current Gregg County Enrollment**

<b>Tier</b>	<b>Employees</b>
Employee Only	391
Employee + Spouse	35
Employee + Child(ren)	89
Employee + Family	25

The County is requesting proposals for Stop Loss Insurance. Please provide quotes based on the following desired terms:

<b>Terms</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
Contract Eff. Date	7/1/2019	7/1/2019	7/1/2019	7/1/2019
Contract Basis	<b>24/12</b>	<b>24/12</b>	<b>18/12</b>	<b>18/12</b>
Coverages (Spec & Agg)	Medical & RX	Medical & RX	Medical & RX	Medical & RX
Spec Deductible	<b>\$230k</b>	<b>\$200k</b>	<b>\$230k</b>	<b>\$200k</b>
Aggregating Spec	None	None	None	None

The County desires to keep contract as clean as possible (i.e. no lasers, no run-in limitations, etc.); however, the County will consider any and all proposals including those that contact risk provisions as mentioned in this section.

All required data in order to provide a proposal is contained in the following exhibits:

- A. Gregg County Standard Terms and Conditions
- B. Questionnaire
- C. Cost Proposal
- D. Medical Summary Plan Document
- E. Census
- F. Claims

Requested Commissions:

Net of Commissions



## **Proposal Submission Requirements**

This section outlines specific instructions for proposal submissions.

To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

All proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

### **1. Qualifications & Experience** –

- List experience in providing Stop Loss Insurance.

### **2. References** - Qualified applicants will be required to provide the following;

- Provide a list and/or a referral letter of at least three (3) references. For each reference, include the dates of service, name of the agency, contact name, telephone and email address.

### **3. Fee Structure**-

Qualified applicants must offer proposed fee structures for the following:

- Provide a flat PEPM fee stated in dollars (\$) per month for all coverages.
- Include any and all costs for your firm's services.

### **4. Proof of Insurance**

- Please provide a certificate of insurance.

### **5. Financials/Litigation**

- Include information on the firm/individual financial stability.
- Provide a list of litigation the individual or business has been involved in or a party to both civil and criminal.

### **6. Proposal:** Include specific and aggregate coverage details.

- Specify if your proposal includes any lasers.

### **7. Required Forms**

- Completed forms with original Signatures. (See forms section of this document)
- Completed respondent questionnaire

## ***EVALUATIONS***

The county will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine the overall responsiveness and qualification under the RFP.

The evaluation criteria will include the following, but may not be limited to the following:

- ✓ Vendor's past performance record with Gregg County
- ✓ Gregg County's evaluation of vendor's ability to perform
- ✓ Gregg County's experience with products RFP
- ✓ Special needs and requirements of Gregg County
- ✓ Location of Vendor
- ✓ Vendors responsiveness to this RFP packet

Gregg County reserves the right to request additional information or clarifications from respondents or to allow corrections of errors or omissions. Proposals that meet requirements will be evaluated for a total of 100 points for the following criteria with points allotted for each criterion as follows. Gregg County reserves the right to conduct onsite interviews with the top proposers, which are deemed to be in the best interest for Gregg County.

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Proposed Services & Response to Information Requested	35
Cost & Proposed Terms	50
References & Qualifications	15
<b>TOTAL</b>	<b>100</b>

**NOTE:** Gregg County may select more than one proposer to perform the services. Upon conclusion of final negotiations with the successful Respondent, all Respondents submitting proposals in response to this RFP will be informed, of the outcome.

Based on the review proposals may be further evaluated through vendor presentations and discussion regarding their proposals. Discussions will cover cost, methods, and all other relevant factors. Gregg County reserves the right to request best and final offers. Proposals are subject to re-evaluation and scoring as a result of best and final offers (BAFO)

# RFP Forms

## VENDOR 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:**

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

**REFERENCE TWO:**

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

**REFERENCE THREE:**

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

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

**Printed Name:** \_\_\_\_\_

## ***BID SIGNATURE FORM***

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Gregg County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

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

### **LEGAL NAME AND ADDRESS OF RESPONDENT:**

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

Tel. No. \_\_\_\_\_ Email: \_\_\_\_\_

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

### **COMPANY IS:**

Business included in a Corporate Income Tax Return?     YES     NO

Corporation organized & existing under the laws of the State of \_\_\_\_\_

Partnership consisting of \_\_\_\_\_

Individual trading as \_\_\_\_\_

Principal offices are in the city of \_\_\_\_\_

To: Vendors of Gregg County, Texas  
From: Kelli L. Davis, CPPB, Purchasing Agent  
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Attached, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

**Gregg County Clerk**  
Gregg County Courthouse  
101 East Methvin, St. 200  
Longview, Texas 75601  
Ph; 903-236-8430

**Gregg County Purchasing Department**  
Email: [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)  
Ph: 903-237-2684  
Fx: 903-237-2682

***Applicable Law***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



Gregg County Purchasing Department  
Kelli L. Davis, CPPB Purchasing Agent  
101 E. Methvin St., Suite 205, Longview, Texas 75601  
Phone (903) 237-2684 Fax (903) 237-2682 [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)

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April 29<sup>th</sup>, 2019

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP# 2019-910 Medical Stop Loss

Please run the following ad on May 07, 2019 and May 14, 2019 in the Longview-News Journal.

#### PUBLIC NOTICE

Sealed proposals will be received by the Purchasing Department, at 101 E. Methvin St., Suite, 205, Longview, TX 75601, on Tuesday, May 21, 2019 by 2:00 PM for RFP No. 2019-910 Medical Stop Loss Policies for Gregg County. Late proposals will not be accepted. Specifications will be available on Tuesday, May 07, 2019 by visiting [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department web page, or request by e-mail at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) or by calling (903)-237-2684. Payment will be made after items have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Gregg County.