



**WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

## **REQUEST FOR PROPOSAL**

### **HEALTH RELATED SERVICES FOR WILLIAMSON COUNTY EMPLOYMENT BENEFIT ADMINISTRATION PROPOSAL NUMBER: 12WCP2002**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE: TUESDAY, AUGUST 23, 2011–1:30 PM**  
**PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: TUESDAY, AUGUST 23, 2011– 2:00 PM**  
**PROPOSER MAY SUBMIT A PROPOSAL FOR ONE OR MORE OF THE FOLLOWING:**

#### **Voluntary Disability Program**

### **PROPOSAL SUBMISSION**

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department on or before 1:30 PM on Tuesday, August 23, 2011. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

**METHODS:** Sealed proposals (CD's in sealed envelopes will be accepted) may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

### **PROPOSAL REQUIREMENTS**

**SUBMITTAL:** All proposals must be submitted as follows: Three (3) copies (CD's in sealed envelopes will be accepted for all copies) of each proposal AND one (1) original proposal set which MUST be submitted on CD including all required documentation. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments

**SEALED:** All proposals must be returned in a sealed envelope with the proposers name, address, proposal name, number, opening date, and time clearly marked on the outside. **If an overnight delivery service is used,** the proposers name, address, proposal name, number, opening date and time must be clearly marked

on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

**LATE PROPOSAL:** Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective proposer will be able to affirmatively demonstrate bidder's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;

- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

## **AWARD**

**ONE HUNDRED TWENTY DAYS:** Awards should be made no later than one hundred twenty (120) days after the proposal opening date. Therefore all proposed rates or fees must be guaranteed for that period. Results may be obtained by contacting the Consultant.

**REJECTION OR ACCEPTANCE:** No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County. In determining the overall best Proposal, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate Proposal and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Proposal should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** Under this contract, Lisa R. Zirkle, SPHR/CCP, Associate Director of Human Resources, Williamson County, shall be the contract

administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

**CONTRACT PERIOD(S):** The Initial Contract Period is November 1, 2011 through October 31, 2012.

Possible extensions include:

November 1, 2012 through October 31, 2013  
November 1, 2013 through October 31, 2014

**POLICY EXTENSIONS:** At the end of the initial policy period, the Commissioners Court reserves the right to extend this policy, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate these policies at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this policy, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this policy is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **PROPOSAL CONTACTS**

### **PURCHASING CONTACT:**

Kerstin Hancock, Assisting Purchasing Agent  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[Khancock@wilco.org](mailto:Khancock@wilco.org)

### **CONSULTANT CONTACT (PRIMARY):**

Eric Smith  
Smith & Associates Consulting  
P O Box 92398  
Southlake, TX 76092  
(817) 310-3422  
[eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com)

**TECHNICAL CONTACT (SECONDARY):**

Lisa R. Zirkle, SPHR/CCP  
 301 SE Inner Loop – Suite 108  
 Georgetown, TX 78626  
 (512) 943-1533 or  
 (512) 943-1534  
 Fax: (512) 943-1535  
[lzirkle@wilco.org](mailto:lzirkle@wilco.org)

**MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity (i.e., number of participants) of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

**PURCHASE ORDER:** If required by the Williamson

County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Donna Baker (512) 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.***

**ETHICS:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page that is deemed proprietary must be identified and marked as such at time of submittal. Simply stating that the entire proposal is proprietary is not allowed. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-

proprietary and available upon public request.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require Worker's Compensation insurance coverage. However, if it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## **PROPOSAL REQUIREMENTS**

Proposers must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the proposal at the County's option.

The total bid for each proposal submitted must include any applicable taxes. Although the County is exempt from most City, State and Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized and stated on each proposal. The County cannot determine for the proposer whether or not the proposal is taxable to the County. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the proposals are awarded will not be honored.

Request for non-consideration of proposals must be made in writing to the Purchasing Officer and received by the County before the time set for unopened proposals. After other proposals are opened, the proposal for which non-consideration is requested may be returned unopened. The proposal may not be withdrawn after the proposals have been received, and the proposer, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the Proposer.

Proposals will be publicly recognized. Proposals will be tabulated for comparison based on the proposal prices and guaranties shown in the proposal. Proposals will be considered and evaluated based upon the factors identified in Section B, General Carrier/Administrator Requirements, Paragraphs 17 and 18. Until final award of the Contract, the County reserves the right to reject any or all proposals, to waive technicalities, to request new proposals, or proceed to do the work otherwise in the best interest of the County.

The County reserves the right to reject any or all proposals in whole or in part, to waive any informality in any proposal, to declare inadequate or inappropriate any proposer failing to meet the specifications, and to accept the proposal which, in its discretion, is in the best interest of Williamson County, and all proposals submitted are subject to this reservation. Proposals may be considered irregular and rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals as stated in the advertisement;
2. Proposals containing any irregularities, omissions, alterations of form, additions or conditions not called for, or unauthorized alternate proposals of any kind;
3. Unbalanced value of any items; and/or
4. Failure to comply with the enclosed specifications

Proposers may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the proposers;
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated;
3. The proposer being interested in any litigation against the County;
4. The proposer being in arrears on any existing contract or having defaulted on a previous contract;
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.;
6. Uncompleted work which, in the judgment of the County, will prevent or hinder the prompt completion of additional work if awarded; and/or
7. Failure to comply with the enclosed contract language.

The County is conducting enrollment through an on-line enrollment system. The selected carrier must be able to accept electronic eligibility files from an outside vendor.

The successful proposal/proposer may not assign his rights and duties under the award without the written consent from the County. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Proposals will be received only at the following addresses:

Williamson County  
Purchasing Department  
Attn: Kerstin Hancock  
Williamson County Inner Loop Annex  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626

Responses for the voluntary disability program may be considered as proposals of professional services.

All proposals must be at the above address by **August 23, 2011, at 1:30 p.m. CDST.** There must be three copies (CD's in sealed envelopes will be accepted) of each proposal AND one (1) original proposal set which MUST be submitted on CD including all required information. All proposals received after the prescribed deadline, regardless of the mode of delivery, shall be returned unopened.

**All proposers must include a financial statement audited by an independent third party.**

**All proposers must clearly mark cost proposal sections and place them at the front of the proposal.**

If you have any technical questions about the specifications, please put all questions in writing to the attention of Eric Smith and FAX to (817) 310-3439 or e-mail at [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).

**WILLIAMSON COUNTY PROPOSAL FORM****HEALTH RELATED SERVICES  
FOR WILLIAMSON COUNTY****Long Term Disability Coverage****PROPOSAL NUMBER: 12WCP2002**

NAME OF PROPOSER: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT****THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

**ATTACHMENT A**



**WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT**

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

|  |
|--|
| <b>Printed name of person submitting form:</b> |
| <b>Name of Company:</b>                        |
| <b>Date:</b>                                   |
| <b>Signature of person submitting form:</b>    |

Notarized:

|   |
|---|
| <b>Sworn and subscribed before me</b><br><b>by:</b> _____<br><br><b>on</b> _____<br><b>(date)</b> |
|---|





## WILLIAMSON COUNTY INTENT TO PROPOSE FORM

(THE COMPLETION OF THIS FORM IS REQUESTED BUT NOT  
MANDATORY)

**Due on or Before August 23, 2011**

**Coverage or Services  
Being Quoted**

**Proposal Number:** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Representative Name** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

☐ Long Term Disability

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Email Address** \_\_\_\_\_

### PROPOSAL AGREEMENT

A prospective proposer must affirmatively demonstrate Proposer's responsibility. A prospective proposer must have adequate financial resources, or the ability to obtain such resources as required, be able to comply with the required or proposed delivery schedule, have a satisfactory record of performance and be otherwise qualified and eligible to receive an award. Williamson County may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

Before submitting a Proposal, each Proposer shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposer shall provide with their proposal response, all documentation required by the proposal. Failure to provide this information may result in rejection of the proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

\_\_\_\_\_  
Company Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss.

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the proposal to submit the attached proposal. Affiant further states that the proposal has not been a party to any collusion among proposals/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any state official, County employee, Commissioners Court Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between proposals/proposers and any state official, County employee, Commissions Court Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
(Notary Public)  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Carrier/Administrator: \_\_\_\_\_

Vendor: \_\_\_\_\_

# STATEMENT OF COMPLIANCE

Please submit as a part of your proposal the following information:

**RE: WILLIAMSON COUNTY**

We hereby acknowledge receipt of Request for Proposal for a Voluntary Disability Program and certify that our proposal conforms to the RFP except as detailed below:

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a County must give advance notice to the County if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a county may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The County must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: \_\_\_\_\_

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

**Recommended  
Time Table for  
  
WILLIAMSON COUNTY  
PROPOSAL SPECIFICATIONS**

|                               |   |
|-------------------------------|---|
| <b>Advertise</b>              | <b>July 31, August 7 &amp;<br/>August 14, August 21, 2011</b> |
| <b>Mail Specifications</b>    | <b>July 27, 2011</b>  |
| <b>Deadline for Proposals</b> | <b>August 23, 2011<br/>1:30 pm CDST</b>                       |
| <b>Proposal Analysis</b>      | <b>August 23, 2011</b>  |
| <b>Vendor Approval</b>        | <b>August 30, 2011</b>  |
| <b>Enrollment</b>             | <b>September/October, 2011</b>                                |
| <b>Effective Date</b>         | <b>November 1, 2011</b>                                       |

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# **SECTION A**

## **BACKGROUND INFORMATION**

## **SECTION A: BACKGROUND INFORMATION**

Williamson County has a self-insured Medical benefit program administered by United Healthcare. The County offers three (3) Medical plans. These plans differ by deductible and co-insurance amounts. As of June 2011, there were 445 active employees and 32 retirees enrolled in the Core PPO Plan, 704 active employees and 20 retirees enrolled in the Deductible PPO Plan, and 147 employees and 10 retirees enrolled in the EPO Plan.

The County offers a fully-insured Dental PDO program administered through Ameritas Life Insurance. The County currently offers a Voluntary Vision Plan also administered through Ameritas Life Insurance. Cigna Healthcare is the carrier for the Long Term Disability. United Healthcare is currently administering the Section 125 Cafeteria Plan.

The County currently provides and pays the entire cost for Basic Life Insurance & AD&D in the amount of \$10,000 for all active employees, \$5,000 for dependent spouses, and \$2,000 for dependent children. Voluntary Life is available to employees in \$10,000 increments up to 6 x's salary, not to exceed \$300,000 with a guarantee issue amount of \$100,000. Cigna is the carrier for the Basic and Voluntary Life.

The bulk of this RFP is for the following type of administrative services:

- . Voluntary Disability Program

Proposers may submit proposals for all or selected services.

The County does not have the staff to increase their job functions being performed currently. Therefore, any administrator must be willing to meet all the stated current services as a minimum and clearly outlined in his or her proposal any deviations from those stated in the administrative services section of this RFP.

Please note that your inability to quote any of the above options would not preclude you from being selected as a finalist. Should you have standard products that do not in their entirety meet the RFP, please feel free to quote based upon your standard package. However, you must specify any and all deviations in your quotation and the RFP on the "Statement of Compliance". It will be assumed that your proposal is in compliance if deviations are not noted in the "Statement of Compliance". This RFP has outlined the services the County expects as a minimum requirement.

Any prospective proposer will be responsible for having qualified personnel and computerized systems capable of handling a case of this size and the flexible plan of benefits. The proposer must provide references and proof of the provider's ability to serve satisfactory to the County. This contract will not be based upon cost alone but will place equal importance on ability to pay claims timely and accurately, and on the ability of the provider to serve satisfactorily to the County.



It is not the intent of the County that commissions are built into the proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each proposer must sign the Non-Collusion Affidavit enclosed or their proposal will not be considered.

**If you have any technical questions about the specifications, please put all questions in writing to the attention of Eric Smith and FAX to (817) 310-3439 or e-mail at [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).**

**SECTION B**

**GENERAL CARRIER/  
ADMINISTRATOR REQUIREMENTS**

## **SECTION B: GENERAL CARRIER REQUIREMENTS**

### **1. Transitional Process**

The selected carrier shall be responsible for all claims incurred on/or after November 1, 2011. It is imperative that any exclusions, limitations or any other deviation be clearly outlined and discussed. A proposer is expected to explain, in detail, any limitations.

### **2. Commission**

It is not the intent of the County that commissions are built into the proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each proposer must sign the Non-Collusion Affidavit enclosed or their proposal will not be considered.

### **3. Compliance with the Request for Proposal**

All responses are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing on the **Statement of Compliance Form**. After the County has made a commitment, the carrier will be held responsible for **all** items contained in the specifications.

### **4. Effective Date**

The effective date of the new contract(s) will be November 1, 2011.

### **5. Plan Design**

Please provide your proposal based on the current plan design. The County is also requesting a lower cost option to be able to offer to the employee's. **The intent is to have a Low and High Option. One alternative being considered is a Low Plan with 5 year benefit duration but please feel free to offer any low option that you feel is appropriate. The High plan needs to match the current plan in place.**

### **6. Quoted Rates**

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your response to the proposal and denote any additional guarantees your company may wish to extend to the County. **It is the County's desire to have a three-year rate guarantee with the new carrier with the option to renew for up to two (2) additional one year periods provided renewal rates are acceptable and can be given within your proposal. Multiple year, rate guaranteed, contracts will receive preference.** The proposal must clearly state:

- a) The guaranteed period of time. Any adjustments on an annual basis must have an acceptable negotiable cap; and
- b) Must include a clause retaining the County's continuing right to terminate the contract at the end of the County's budget period; and
- c) A clause conditioning the continuation of the contract on the County's best efforts to appropriate funds for the payment of the contract.

**7. Renewal Rates**

The selected carrier is required to deliver a rate adjustment no later than 90 days before the anniversary date each year.

**8. Ownership of Records**

All records, member files and miscellaneous data necessary to administer the plan shall be the property of the County. The selected administrator will be asked to transfer records to the County within 30 days of notice of termination.

**9. Financial Stability of Insurance Company**

| <u>Rating Firm</u>              | <u>Rating</u> | <u>Date of Rating</u> |
|---------------------------------|---------------|-----------------------|
| A.M. Best Co.                   | _____         | _____                 |
| Duff & Phelps Credit Rating Co. | _____         | _____                 |
| Moody's Investors Service, Inc. | _____         | _____                 |
| Standard & Poors Corp.          | _____         | _____                 |

Is the Insurance Company licensed to do business in the State of Texas?

Yes \_\_\_\_ No \_\_\_\_

**10. Master Contract**

The master contract and/or summary plan descriptions shall be provided to the County no later than 60 days before effective date. Please confirm your ability to provide this service and meet the deadline in your bid response.

**11. Plan Changes and Amendments**

If changes in the plan of benefits or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the contract.

**12. Carrier Selection**

The selection of the carrier will be made on or before September 1, 2011.

**14. Data Caveat**

The data contained in this section has been supplied by the County and The Standard and Cigna. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This request for proposal is qualified to the extent the data provided is accurate.

**15. Biography**

Please provide a brief biography or relevant experience on key personnel in management, claims, eligibility and data processing.

**16. Client Information**

The Carrier data needed:

- . 3 termed clients within last 5 years
- . 2 new clients within last year
- . 5 existing Public Entity clients with that Carrier for 3 or more years

**17. Awards**

The award to the successful proposer will be based upon responses to questions outlined in these specifications and an estimate of the quality and effectiveness of each proposer's services in the following areas:

1. Experience in servicing governmental entities;
2. Claims adjudication service(s) offered;
3. Quality of risk management information services and report capabilities;
4. Internal and external claims audit reports; and
5. Written and oral presentations and representations.

In addition, the County may also consider:

1. The purchase price;
2. The vendor's submission in response to this RFP, including but not limited to, the attached questionnaires, quotations, and exhibits;
3. The reputation of the vendor and the vendor's goods or services;
4. The quality of the vendor's goods or services;
5. The extent to which the goods or services meet the County's needs;
6. The vendor's past relationship with the County;
7. The impact on the ability of the County to comply with laws and rules relating to historically underutilized businesses;
8. The total long-term cost to the County to acquire the vendor's

- goods or services; and
9. Any other relevant factor that a private business entity would consider in selecting a vendor.

**18. Graded Evaluation Factor**

The following graded evaluation factors will be used to determine how well a proposer(s) meet(s) the desired performance:

| <b><u>Factors</u></b>                         | <b><u>Points</u></b> |
|---|----------------------|
| Price   | 30                   |
| Quality of Product                            | 20                   |
| Proposal Responsibilities                     | 20                   |
| Past Relationships with governmental entities | 15                   |
| Location and Market Access                    | 15                   |

## **SECTION C**

# **VOLUNTARY DISABILITY PROGRAM**

## **SECTION C: VOLUNTARY DISABILITY PROGRAM**

The County has a voluntary disability program administered by Cigna. The County does not contribute to this optional payroll deducted plan. For a copy of the current benefit design outlines, please email your request to [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com). The selected carrier shall be responsible for all claims incurred on/or after November 1, 2011. For a current copy of the Census, please email your request to [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).

### **Items to Include In Proposals**

1. Exact specimen copy of your proposed service contract, including all limiting exclusions, amendments and extensions.
2. Rate sheet structured by various options.
3. Political subdivision references and/or a list of representative clients.
4. The County requests to self-bill.
5. Specify how and at what cost your firm would handle the enrollment, and in the event of a discontinuance of your services, what actions would be necessary.
6. Specify how employees currently on disability will be accepted.
7. Specify how currently enrolled employees will be treated.

Note:

- The County requests that the elimination period begin on the first day of disability. Should an employee attempt to return to work during this period and cannot continue the County prefers the elimination period be measured from the first day of disability provided the employee's return does not exceed seven days; and only the days the employee is totally disabled and not at work be used to satisfy the elimination period requirement.
- The County would rather offer a standard program for all employees. If you cannot match the recommended plan, or if you have other suggested options, please provide.
- **The County is going to offer both a High Plan and a Low plan to the employee's. Please include two options with the High Plan matching the current Plan being offered. The County is requiring you submit your pricing offers for both plans as a semi-monthly rate. The County and the Consultant will not be held responsible if you do not submit your rates in this manner and our calculations from a monthly rate to a semi-monthly**



rate do not match your expected reimbursement.

**VOLUNTARY DISABILITY PLAN**  
**RATE QUOTATION**

|                            | High Plan | Low Plan | Additional Options | Additional Options |
|----------------------------|-----------|----------|--------------------|--------------------|
| Benefit Percentage         |           |          |                    |                    |
| Maximum Benefit            |           |          |                    |                    |
| Elimination Period         |           |          |                    |                    |
| Prim. & Family Integration |           |          |                    |                    |
| Benefit Duration           |           |          |                    |                    |
| Pre-Existing               |           |          |                    |                    |
| Mental Nervous             |           |          |                    |                    |
| Own Occupation             |           |          |                    |                    |
| Participation Requirement  |           |          |                    |                    |
| <b>RATES: SEMI-MONTHLY</b> |           |          |                    |                    |
| < 24                       |           |          |                    |                    |
| 25-29                      |           |          |                    |                    |
| 30-34                      |           |          |                    |                    |
| 35-39                      |           |          |                    |                    |
| 40-44                      |           |          |                    |                    |
| 45-49                      |           |          |                    |                    |
| 50-54                      |           |          |                    |                    |
| 55-59                      |           |          |                    |                    |
| 60-64                      |           |          |                    |                    |
| 65-69                      |           |          |                    |                    |
| <b>Rate Guarantee</b>      |           |          |                    |                    |
| <b>Notes</b>               |           |          |                    |                    |

**NOTE: It is required to provide rates on a semi-monthly basis.**

**SECTION D**

**PLAN DESIGN**

**CLAIMS EXPERIENCE**

***FOR AN ELECTRONIC COPY OF THE CENSUS, PLEASE EMAIL YOUR REQUEST TO [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).***

# **CIGNA LONG TERM DISABILITY PLAN DESIGN**

**WILLIAMSON COUNTY  
CIGNA  
LONG TERM DISABILITY SCHEDULE OF BENEFITS**

**Schedule of Insurance:**

|                        |  |
|------------------------|--|
| LTD Benefit:           | 60%  |
| Maximum                | \$6,000  |
| Minimum                | \$100  |
| Benefit Waiting Period | 90 days  |
| Maximum Benefit Period | Determined by your age when Disability begins, as follows: |

| <b><u>Age at start of disability</u></b> | <b><u>Maximum Benefit Period</u></b>   |
|--|--|
| 62 or younger                            | the employee's 65 <sup>th</sup> birthday or the 42 <sup>nd</sup> monthly disability benefit. |
| 63                                       | the 36 <sup>th</sup> monthly disability benefit  |
| 64                                       | the 30 <sup>th</sup> monthly disability benefit  |
| 65                                       | the 24 <sup>th</sup> monthly disability benefit  |
| 66                                       | the 21 <sup>st</sup> monthly disability benefit  |
| 67                                       | the 18 <sup>th</sup> monthly disability benefit  |
| 68                                       | the 15 <sup>th</sup> monthly disability benefit  |
| 69 or older                              | the 12 <sup>th</sup> monthly disability benefit  |

**Disability Provisions**

Own Occupation Earnings Test: 80%  
Any Occupation Earnings Test: 60%

**Partial Disability:** Covered

Own Occupation  
Income Level: 80% of your indexed Pre-disability Earnings.  
Any Occupation  
Income Level 60% of your indexed Pre-disability Earnings.

**Preexisting Condition Exclusion:** Yes

Preexisting Condition Period The 90 day period just before your insurance becomes effective.

Exclusion Period 12 Months

**Note: For additional information on the LTD Benefit Plan please email your request to [eric.smith@smith-assocites.com](mailto:eric.smith@smith-assocites.com).**

**Long Term Disability Claim Experience  
11/2007 – 05/2011**

| <b>Date</b>                 | <b>Premium</b>  | <b>\$ Claims Paid</b> | <b>Expenses</b>    |
|-----------------------------|-----------------|-----------------------|--------------------|
| <b>11/2007 – 10/2008</b>    | <b>\$59,591</b> | <b>\$41,902</b>       | <b>\$22,800</b>    |
| <b>11/2008 – 10/2009</b>    | <b>\$71,256</b> | <b>\$38,745</b>       | <b>\$25,772</b>    |
| <b>11/2009 – 10/2010</b>    | <b>\$66,503</b> | <b>\$84,925</b>       | <b>\$28,332</b>    |
| <b>11/2010 – 06/24/2011</b> | <b>\$42,486</b> | <b>\$14,177</b>       | <b>unavailable</b> |