

REQUEST FOR PROPOSAL ("RFP") (RFP-2023-014) for Employee Benefit Plans

Release Date: 8/2/2023 Proposals Due: 09/01/2023 at 12:00 PM Revised: 08/03/2023

* Proposals not received by deadline will be rejected and returned unopened.

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003 - BACKGROUND

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a multi-facility community mental health and mental retardation Center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a the University Health System. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

004 - SCOPE OF SERVICES

The Center for Health Care Services ("Center") is seeking proposals from qualified and experienced organizations to provide healthcare related benefits that meet employee needs, manage insurance cost effectively and efficiently and claims processing. The Center is interested in providing a health program that has attributes that promote wellness, provide access to high-quality, cost effective health care, and network accessibility for our employee population.

We are seeking proposals from organizations qualified to provide any, or all, of the Employee Benefits listed below:

Dental plans Group Critical Illness Plans Group Accident Plans COBRA administration

Interested vendors may submit proposals to one or all of the coverages or services.

The following are key objectives CHCS is setting with the issuance of this RFP:

- Mitigating Costs lowering our current medical and pharmacy trend.
- Accountability improvement of accountability of healthcare costs between the employee and employer through education and communication.
- Customer Service Improved customer service for CHCS employees to include a user-friendly website, mitigating the need or CHCS staff to address claim concerns.
- Population Health Management improving the health risk of the overall population.
- Technology partnering with a vendor that provides cutting-edge technology (interfacing with a potential employee clinic, wellness tools, mobile applications, etc.)
- Innovative Ideas partnering with a vendor that will bring innovative ideas to help reduce the overall medical spend while improving the risk of the overall population.

SWBC has been retained as the Consultant of Record by CHCS for all health and welfare plans. Once the proposals are received by CHCS, copies will be forwarded to SWBC for evaluation and negotiation.

Request for documentation/information should be made to Chelsey Turner, Sr. Contact Monitor – Contracting & Procurement via email at CTurner@chcsbc.org.

Current Plan offerings from Sun Life are as follow:

- 1. Dental Plans
 - a. DHMO Plan: Schedule of Benefits defined
 - b. Low Option: \$50 Deductible, \$1000 Maximum/Year, Includes Orthodontics \$1000
 - c. High Option: \$50 Deductible, \$5000 Maximum/Year, Includes Orthodontics \$2000
- 2. Group Critical Illness Plan
 - a. Employee: \$5000 to Maximum of \$30,000
 - b. Spouse: \$2,500 to Maximum of 50% of Employee max, up to \$15,000
 - c. Children: \$2,500 to Maximum of 50% of Employee max, up to \$10,000
- 3. Group Accident Plan
 - a. Accidental Death
 - b. Employee: \$50,000; Spouse: \$25,000; Children: \$12,500
 - c. Schedule of benefits for Ambulance, Hospital, Physical Therapy, Wellness
- 4. Additional Services:
 - a. Local Representatives
 - b. Provided Eligibility Platform: Employees' enrollment data is entered into respondent's system.
 - c. Annual Enrollment Assistance: Respondent presents benefit plan information to employees.

d. Monthly and Annual Reports on Premiums and Paid Claims: As requested.

Administrative Requirements:

- 1. Eligibility of benefits under the plan shall extend to active, full-time employees but bidders agree to provide insurance to COBRA participants plus continuous coverage for employees who may be absent from work.
- 2. Premium/Rate guarantee is required for a minimum of one (1) year. A multi-year contract with a rate cap will be considered and is preferred.
- 3. Employees residing in areas outside of Bexar County shall not be excluded from using network facilities.
- 4. The insurance company shall be responsible for providing monthly premium vs. claim reports to The Center for Health Care Services.
- 5. The Center for Health Care Services and/or its employees shall not incur any costs for printed materials, including applications.
- 6. The selected Insurance Carrier(s) shall adhere to the following outline of billing procedures:
 - a. Insurance carrier must provide a monthly billing The Center for Health Care Services in a timely manner each month and include a specimen copy of the same with the proposal.
 - b. A designated billing clerk/representative will be assigned to The Center for Health Care Services. Services account and all inquiries will be handled solely by the designated company representative. If the billing department is not located in San Antonio, TX, a toll-free telephone number will be provided.
- 7. During the designated enrollment period, there will be mandatory enrollment meetings at each facility and the insurance carrier will provide all materials necessary to complete this process. The insurance carrier will also provide qualified insurance representatives for scheduled in-service meeting, scheduled committee meetings and board meetings, as requested throughout the year.
- 8. The insurance carrier will be responsible for release of insurance verification under HIPAA regulations. A list of COBRA participants will be provided upon awarding the Contract.
- 9. The Center for Health Care Services has the ability to award multiple insurance carriers/companies for the lines of coverage that are being requested.

The following Exhibits are available by submitting a secure email request to Chelsey Turner, Sr. Contract Monitor, at <u>CTurner@chcsbc.org</u>:

- Exhibit A CHCS Premiums Vs. Claims Report
- Exhibit B CHCS Supplemental Health Claims Report
- Exhibit C Accident Insurance Cert
- Exhibit D Accident Insurance POI
- Exhibit E Critical Illness Cert
- Exhibit F Critical Illness POI
- Exhibit G Dental Passive MAC Basic Cert
- Exhibit H Dental Passive PPO Enhanced Cert
- Exhibit I Dental POI
- Exhibit J Dental Prepaid DHMO GDSA
- Exhibit K Dental Prepaid EOC

005 - ASSURANCES

The Proposer assures the following (signature required):

- 1. That all addenda and attachments to the RFP as distributed by CENTER have been received.
- 2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in the RFP document.
- 3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
- 4. That no employee of CENTER or Department of State Health Services ("DSHS"), and no member of CENTER's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Proposal must disclose any knowledge of such interests.
- 5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
- 6. Proposer accepts CENTER's right to cancel the RFP at any time prior to contract award.
- 7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFP.
- 8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
- 9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
- 10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
- 11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
- 12. The individual signing this document and the contract is authorized to legally bind the Proposer.
- 13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
- 14. All cost and pricing information is reflected in the Proposal documents or attachments.
- 15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
- 16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
- 17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
- 18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
- 19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
- 20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due.
- 21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
- 23. That all information provided in the Proposal is true and correct.

Company Name: _		
Contact Person:		
Address:		
Telephone:		
Signature:		
_		
Printed Name of S	Signing Authority	Date

006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is one (1) year. The Center shall have the option to renew under the same terms and conditions for up to four (4) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or their designee, after approval by the Center's Board of Trustees. The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

007 – PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2nd Floor, San Antonio, Texas 78213 at 2:00 PM CST, on 08/11/2023.

This meeting place is accessible to disabled persons. The Center for Health Care Services is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201 Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFP to Chelsey Turner by email to <u>CTurner@chcsbc.org</u>, please carbon copy <u>contracts@chcsbc.org</u> by no later than 12:00 p.m. Central Standard Time on 08/16/2023. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the 8/16/19 at 12:00 p.m. deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the Center. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Center shall not be binding on the Center. Respondents are encouraged to resubmit their questions in writing, to the Center Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted proposals should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide the Center with enough information to properly evaluate proposals.

Respondents must submit a hard copy proposal. Submit one original, signed in ink and ten (10) copies of the proposal and one USB containing a copy of the entire proposal in Microsoft Word or PDF format. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where the confidential information is contained.

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<u>EXECUTIVE SUMMARY</u>. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

<u>ASSURANCES.</u> Respondent must complete, sign in ink and submit the Assurances Page found in this RFP under Section 005 – Assurances. <u>COPIES OF SIGNATURE WILL NOT BE ACCEPTED.</u>

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

PROOF OF INSURABILITY. Respondent shall submit a copy of their current insurance certificate.

<u>SIGNATURE PAGE</u>. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment D.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFP's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

009 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Proposal ("RFP"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all proposal questions. If a question does not apply to the Proposer, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed Proposals. The Center reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will <u>not</u> be solicited for the purpose of completing incomplete Proposals. Multiple omissions and/or incomplete responses may result in disqualification.

Instructions for Submitting Proposals

Respondent shall submit one (1) original, signed in ink, ten (10) hard copies and one (1) USB drive which contains the Proposal in Microsoft Word or PDF format in a sealed package clearly marked with the project name, "Employee Benefit Plans, RFP 2023-014" on the front of the package by <u>no later than 12:00 P.M. Central Standard Time on September 1,</u> 2023. Responses may be delivered by regular mail, special carrier, or hand delivery to the Center's administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award. The Center reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. It is the Center's intent to evaluate proposals, and/or services in order to achieve the best value for Center employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

<u>Modified Proposals</u>. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Senior Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

<u>Firm Offer</u>. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

<u>Confidential or Proprietary Information</u>. The entire response to this Request for Proposal shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

<u>Cost of Proposal</u>. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

010 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFP or proposals from the time the RFP has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, CST, 08/16/2023. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Chelsey Turner Sr. Contract Monitor – Contracting & Procurement Center for Health Care Services <u>CTurner@chcsbc.org</u> (Carbon Copy <u>Contracts@chcsbc.org</u>)

Questions submitted and the Center's responses will be posted to the Center's website.

Center reserves the right to contact any Respondent to negotiate if such is deemed desirable by Center. Such negotiations, initiated by Center staff persons, shall not be considered a violation by Respondent of this section.

011 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The Center may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The Center may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Center reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Center for Health Care Services Center's Board of Trustees. It should be understood that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (50 points)

Price Schedule (15 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The Center reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to Center , as determined by the selection committee, upon approval of the Center's Board of Trustees.

The Center may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Center. However, final selection of a Respondent is subject to Center's Board of Trustees approval.

The Center reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Center also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The Center reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on Center until approved by the Center's General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit Center to enter into a Contract, award any services related to this RFP, nor does it obligate Center to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their

respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

013 - SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Release Date:	08/02/2023
Pre-Submittal Conference	2:00 PM on 08/11/2023
Final Questions Accepted:	12:00 P.M on 08/16/2023
Proposal Due:	12:00 P.M. on 09/01/2023

014 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below. The Insurance requirements are non-negotiable and must be adhered to.

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contract & Procurement Division, which shall be clearly labeled **"Employee Benefit Plans" "Employee Benefits"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center's Contract & Procurement Department. No officer or employee, other than the Center's Senior Director of Contracting & Procurement, shall have authority to waive this requirement.

The Center reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Center's Senior Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent's financial integrity is of interest to the Center ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability 	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
f. Damage to property rented by you	f. \$100,000

4. Business Automobile Liabilitya. Owned/leased vehiclesb. Non-owned vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
c. Hired Vehicles	
5. Errors & Omissions	Minimum \$1,000,000

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Center's Senior Director of Contracting & Procurement, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by Center's Senior Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the Center, the Center shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Center at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Center for Health Care Services Attn: Contracting & Procurement Division 6800 Park Ten Blvd. Suite 200-S San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Center, its Board of Trustees, employees, and volunteers as <u>additional insured</u> by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the Center may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Center shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below. The Indemnification is non-negotiable and must be adhered to.

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

015 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

1. Respondent Information: Provide the following information regarding the Respondent.

Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name:	bear on the contract, if awarded		-
Doing Business As: (other busines	s name, if applicable):		-
Business Address:			_
City:	State:	Zip Code:	
Telephone No	Fax No:	:	
Website address:			
Year established:			
Provide the number of years in bus	iness under present nam	าย:	
Social Security Number or Federal	Employer Identification N	Number:	
Texas Comptroller's Taxpayer Num (NOTE: This 11-digit number is sometimes	nber, if applicable: referred to as the Comptroller's	's TIN or TID.)	
DUNS NUMBER:			
Is Business a certified HUB, SBE, I If yes, please attach all applicable		esNO	
Business Structure: Check the box	that indicates the busine	ess structure of the Respondent.	
Individual or Sole Proprietorship If c Partnership Corporation If checked, check Also, check one: Other If checked, list business struc	one:For-Profit Domestic	Nonprofit	
List the name and business addres interest in the Business (attach add			e ownership or control
Printed Name of Contract Signatory			

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

	Provide address of office from which this project would be managed: Center:Zip Code:
	Telephone No Fax No:
	Annual Gross Revenue: \$100 K or less \$101K-\$500K\$501K-900K\$901K-\$2.5M\$2.5 M or more
	Total Number of Employees:
	Total Number of Current Clients/Customers:
2.	Contact Information: List the one person who the Center may contact concerning your proposal or setting dates for meetings.
	Name: Title: Title:
	Address:
	City:Zip Code:
	Telephone No Fax No:
	Email:
	Yes No List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).
4.	Is Respondent authorized and/or licensed to do business in Texas?
	Yes No If "Yes", list authorizations/licenses.
5.	Where is the Respondent's corporate headquarters located?
6.	Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?
	Yes No If "Yes", respond to a and b below:
	a. How long has the Respondent conducted business from its San Antonio office?
	Years Months
	b. State the number of full-time employees at the San Antonio office.
	If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ____ No ____ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months_____

d. State the number of full-time employees at the Bexar County office.

7. **Debarment/Suspension Information**: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ____ No ____ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?____ Yes ____ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information**: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ____ No ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes ____ No ____ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that

failed to complete a contract?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

d. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? __ Yes ___ No

12. Background Checks:

Has the Respondent has completed criminal history background checks on all current employees? Yes or No (circle one)

REFERENCES

<u>Provide three (3) references that Respondent has provided services related to the RFP Scope of Services to within the past three (3) years</u>. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Contact Name:		_ Title:
Address:		
City:		
Telephone No	Em	ail:
Date and Type of Service(s) Provided: _		
eference No. 2: Firm/Company Name		
Contact Name:		
Address:		
City:	State:	Zip Code:
Telephone No	Em	ail:
Date and Type of Service(s) Provided: _		
eference No. 3: Firm/Company Name		
Contact Name:		_ Title:
Address:		
City:	State:	Zip Code:
Telephone No	Fm	ail [.]

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés.

2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.

3. Specific experience with public/private entity clients.

4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.

6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

8. Brochures: Include brochures and other relevant information about Respondent you wish the Center to consider in its selection.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

- 1. Provide a description of your firm's understanding of the project and a detailed scope of services. Discuss your firm's methodologies used and/or approaches taken. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the Center.
- 2. Provide Strategies and demonstrable results in developing an expansive network
- 3. Describe technology capabilities including electronic enrollment, claims processing, reporting and invoice reconciliation. Include information on any EDI file feed capabilities
- 4. Provide implementation/conversion and enrollment process, timelines and resources; claims problem resolution procedures.
- 5. Detail any litigation or investigation by a regulatory authority to which your company and/or employees have been a party in the last three years related to the services solicited in this RFP (if none, please state so).
- 6. Technology Plan: The Respondent shall indicate how they will utilize technology to improve service and quality of their operations. File feed capabilities need to be detailed
- 7. Reporting Plan: The Respondent shall indicate how they will utilize reporting to inform Center of metrics.
- 8. How is large case management handled? Where is it located? What happens in case an employee needs to access care outside the network? Out of area?

Membership/ Eligibility

- Please respond to the following questions regarding your eligibility system.
 a. What data elements are stored? Required?
- 2. How is the confidentiality of eligibility information secured? What data would be released to outside parties and under what circumstances?
- 3. How does your company's system confirm/verify dependent eligibility?
- 4. Will you agree to accept electronic data transmission?a. What is your turnaround time for having eligibility updated data on file?
 - b. Is there a charge for the file feed?
- 5. Please provide a copy of your standard eligibility layout. Will you accept a custom file format?
- 6. Detail your firm's existing employee enrollment procedures.
- 7. Explain pre-existing condition limitations, if any.
- 8. Provide the definition of Service Area. Also, include a description of coverage outside of the service area.

Claims Administration

- 1. What claim office (which city and state) would be responsible for administration of THE CENTER's plan?
 - a. Total number of processors, full vs. part-time (separately identify the number of supervisors).
 - b. Average length of service.
 - c. Experience required to be hired by your firm.
 - d. Rate of turnover of claims processors.
 - e. Average number of claims processed by a claims processor each day.
- 2. Indicate the hours of operation for this office and the time zone in which they are based.
- 3. Provide your definition of claim payment turnaround time.
- 4. What percentage of claims do you audit each month? Describe the client specific audit process.
- 5. If THE CENTER elects to conduct a claim audit using third-party resources, what are your rules and criteria for allowing such an audit?
- 6. Identify your firm's claim payment schedule.
- 7. Complete the following table by providing your claim turnaround standards for all claims and the performance over the most recent four quarters of the claim office you propose for processing THE CENTER claims.

	Performance				
Standard	2Q 2023	1Q 2023	4Q 2022	3Q 2022	2Q 2022
Percent completed					
within 14 calendar					
days					
Percent completed					
within 30 calendar					
days					
Number of days' work					
on hand					

- 8. Will your firm agree, if asked to do so, pend any claim payments above a pre-determined threshold until such time as THE CENTER staff can review such payment? Doing so will not impact any performance guarantee calculations.
- 9. Describe the appeal process of a contested claim.
- 10. Please include a claims repricing analysis.

Member Services

- 1. Do you have a separate customer service (CS) telephone unit to handle claim inquiries, or are they handled by the claim processors?
- 2. If you employ a separate CS unit, please respond to the following questions:
 - a. Will representatives be specifically assigned to handle THE CENTER clients? Will THE CENTER HR staff have an assigned CS manager with whom they may contact daily if necessary?
 - b. Where is the member services unit located? (City/State)

- c. Will back-up for overflow be provided?
- d. Will CS representatives assigned to the THE CENTER account have the ability to amend claim payments, up to a certain dollar threshold?
- e. Are you able to construct a CS telephone response process that significantly limits the number of prompts that a member must make prior to reaching a live representative? Can they be eliminated entirely?
- f. Will your organization agree to a dedicated CS team for THE CENTER? If so, please describe its characteristics.
- g. Is there an after-hours provision? If yes, please describe.
- 3. Do you currently have an Automatic Call Distribution (ACD) system at the location where you will handle THE CENTER claims and inquiries? If yes, please provide the following:
 - a. Abandonment rate: Target_____ 2022 Actual_____
 - b. Average wait time: Target_____ 2022 Actual_____
 - c. Criteria used to determine average wait time (e.g., time on hold, from first ring, from fifth ring).
 - d. If you have a pre-recorded message, how long is it and is this time included in the average wait time?
- 4. Do you conduct quality monitoring of telephone calls? Are you able to pull specific calls?
- 5. What Information Services support does the customer service unit have? Do representatives have on-line access to claims information?
- 6. Do you keep a log of participant complaints and how they were resolved?
- 7. Will you agree to do so on an aggregate basis, reporting to THE CENTER the findings each month?
- 8. Will you agree to mail ID cards to the homes of plan members?
- 9. Will you agree to a client specific toll-free number for claims/customer service?
- 10. Is your automated answering (intake) system able to be configured so as to limit the number of prompts (or to bypass) that plan member must process through prior to obtaining a live CS agent?
- 11. Is online and/or mobile access available to network provider listings and locations to assist members with provider selection?
- 12. The Center would like you to survey our employees (not all employees each time) to monitor the employee's satisfaction with your product and service. What methods would you use to self-evaluate?
- 13. The Center requires the right to approve any correspondence sent to our employees. Do you agree to the prior approval requirement?
- 14. The Center holds annual open enrollment meetings, as well as new hire orientations throughout the year. It may be required that the winning bidder be present to educate employees and answer questions. Please explain how your firm will accomplish this.

Information Tracking and Reporting

In this section, please respond to the data and reporting questions. Please identify any additional costs for special reports. THE CENTER expects that the selected vendor will fully cooperate in providing any and all relevant claim, financial and utilization data for the Plan.

1. Please indicate if you can supply reports per the description provided. Please complete Frequency and Costs. Reporting is required no less than monthly, with semi-annual and annual consolidated reporting required.

Type of Report	Frequency and Training	Additional Cost (if any)
Utilization and Cost by Cause		
Payment Amounts by Dollar Range		
Lifestyle Related Claims by Category and Patient Relation		
Network Discounts and Dollar penetration		
Data noted above by product and dependent type		
Domestic utilization and cost data		

- 2. Can you generate ad hoc reports at THE CENTER's request? If so, please respond to the following as they relate to your reporting capabilities:
 - a. Data elements captured by your system.
 - b. Do you limit access to any data elements?
 - c. How many months of historical data are accessible?
 - d. Provide your charge schedule for producing ad hoc reports.
 - e. Are you able to provide reports by individual subgroup?
- 3. Are you capable of providing THE CENTER and SWBC with the ability to make ad hoc queries?
- 4. What standard UM reports are provided? How long do these reports take to produce? Include examples of these reports.
- 5. Do you offer advanced claim reporting/predictive modeling? If so, will THE CENTER and SWBC services have direct access to these analytic tools?

Performance Guarantees / Financial Proposal:

THE CENTER is committed to providing an exceptional level of service to plan participants. THE CENTER will require the selected vendor partners to agree to performance guarantees as part of the agreement. The amount at risk will be equal to a fixed percentage of administrative base fees. Exact terms will be determined during finalist interviews.

Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PRICE SCHEDULE

The proposal should include all fees to provide services listed in this RFP.

<u>NOTE:</u> The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form. Please also note that these quotes should be net of commissions.

Provide a fully insured quote for the plans by completing the following section.

Dental:

Basic Plan	Total Employees (Currently)	Dental and Orthodontia Monthly Rate	Total Monthly Premium
Employee Only	129		
Employee + Spouse	18		
Employee + Child(ren)	34		
Employee + Family	25		
Total	206		

Buy Up Plan	Total Employees (Currently)	Dental and Orthodontia Monthly Rate	Total Monthly Premium
Employee Only	339		
Employee + Spouse	55		
Employee + Child(ren)	83		
Employee + Family	64		
Total	541		

	Dental Monthly Fees	
Employee Only		
Employee + Spouse		
Employee + Child(ren)		
Employee + Family		

Accident:

	Accident Plan Monthly Rates
Employee Only	
Employee + Spouse	
Employee + Child(ren)	
Employee + Family	

Critical Illness:

Employee Rates

Age band	Tobacco Monthly Rate	Non-Tobacco Monthly Rate
Under age 25		
25-29		
30-34		
35-39		
40-44		
45-49		
50-54		
55-59		
60-64		
65-69		
70-74		
75 and over		
Rate basis is per \$1,000 of coverage		

Spouse Rates

Age band	Tobacco Monthly Rate	Non-Tobacco Monthly Rate
Under age 25		
25-29		
30-34		
35-39		
40-44		
45-49		
50-54		
55-59		
60-64		
65-69		
70-74		
75 and over		
Rate basis is per \$1,000 of coverage		

Child Rates

Coverage	Monthly Rate
All age bands	
Rate basis is per \$1,000 of coverage	

RFP ATTACHMENT C

SIGNATURE PAGE

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

Print Name

Title

Signature of Owner (Owner, CEO, President, Majority Stockholder or Designated Representative) Date

RFP ATTACHMENT D

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

	Initial to Indicate Document is
Document	Attached to Proposal
Table of Contents	
Executive Summary	
Assurances	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan	
RFP Attachment A, Part Three	
Pricing Schedule	
RFP Attachment B	
Proof of Insurability -	
Submit Copy of Current Certificate of Insurance	
*Signature Page	
RFP Attachment C	
Proposal Checklist	
RFP Attachment D	
One (1) Original, ten (10) copies and one (1) USB with entire	
proposal in Microsoft Word format	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.