



**Company Name:**

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

*MELISSA LEE, C.P.M., A.P.P.*  
PURCHASING AGENT

*CHRIS LAX, CPSM, CPCP*  
ASSISTANT PURCHASING AGENT

**RFP NO. 2023-012**

**REQUEST FOR PROPOSALS  
FOR  
ANNUAL CONTRACT FOR  
VOLUNTARY GROUP BENEFIT PLANS**

**PROPOSALS DUE OCTOBER 20, 2022  
2:00 P.M. CST**

**RFP NO. 2023-012**

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

## PRE-PROPOSAL CONFERENCE

All Bidders are encouraged to attend a Pre-Proposal Conference to be held:

**A Pre-Proposal GoToMeeting Video Conference  
will be held:**

**MONDAY, SEPTEMBER 26, 2022 AT 2:00 P.M., CST**

**RSVP:** Vendors planning to attend the Pre-Proposal GoToMeeting Video Conference must RSVP to Elaine Johnson, CPPB, Senior Contracts Administrator,, via fax 817-884-2629 or, if unable to fax, email to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com) by 5:00 p.m., Friday, September 23, 2022. Confirmed receipt by Tarrant County of this email is required.

**A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.**

**After the RSVP deadline, a GoToMeeting invitation will be sent to participants.**

**Questions from Respondents will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such Respondent who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.**

## RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS

Tarrant County is soliciting proposals for its **ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS**.

**Original and Seven (7) Copies**  
OF  
COMPLETED PROPOSALS  
MUST BE RECEIVED IN THE  
TARRANT COUNTY PURCHASING DEPARTMENT  
AT 100 E. WEATHERFORD, SUITE 303  
FORT WORTH, TEXAS 76196-0104  
ON OR BEFORE OCTOBER 20, 2022 AT 2:00 P.M.

**All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes.** All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

**Any proposal received after the date and hour set for Proposal opening will not be accepted. The Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent.** If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

**No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:**

**ELAINE JOHNSON, CPPB, SENIOR CONTRACTS ADMINISTRATOR**

**Fax: 817-884-2629**

**Email: [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

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All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, September 27, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Elaine Johnson, CPPB, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com).

**Faxed Questions:** Faxed questions **must** reflect the RFP number **or** include the RFP cover page.

**Emailed Questions:** The email **must** include the RFP No. in its subject and confirmation of receipt by Tarrant County is **required**.

**All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.**

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

**It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION"** and **EACH PAGE** must be marked **"CONFIDENTIAL INFORMATION."** Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

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The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

**Invoices** shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to [SAP-invoices@tarrantcounty.com](mailto:SAP-invoices@tarrantcounty.com). In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

**Continuing non-performance** of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

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Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

Respondents 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 Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent 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 that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**Audit Clause:** The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE

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OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.



## RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS

### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a thirty-six (36) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.
3. **MINIMUM INSURANCE REQUIREMENTS:**
  - A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:
    - 1) Workers' Compensation/Employer's Liability
      - a. Worker's Compensation — statutory
      - b. Employer's Liability — \$500,000
    - 2) Commercial General Liability:
      - a. Bodily Injury/Personal Injury/Property Damage  
— \$1,000,000 per occurrence/\$2,000,000 aggregate
    - 3) Auto Liability:
      - a. Combined Single Limit (CSL) — \$500,000 per occurrence
  - B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
  - C. Required Provisions:
    - 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
    - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.

## **RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS**

### **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and Proposal number for which the insurance is being supplied.
- 5) The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

#### **4. CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
  1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for the duration of the contract.

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:

**1. Confidentiality, Integrity, Availability (CIA)**

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

**2. Breach Notification**

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

**3. Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

**4. Right to Audit**

Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

# **RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS**

## **STATEMENT OF WORK**

### **I. GENERAL INFORMATION**

- A. Tarrant County is currently soliciting proposals for various group voluntary benefit plans. The strategy of this RFP is to secure proposals in the following coverage categories for employee election:
  - 1. Permanent Life
  - 2. Critical Illness
  - 3. Cancer
  - 4. Accident
  - 5. Hospital Indemnity
- B. Vendors can propose all five (5) coverages above as bundled or propose each plan mutually exclusive of one another. The County will place high value on benefits that include guarantee issuance minimizing underwriting restrictions, maximizing immediate coverage, with NO pre-existing condition limitations, while purchasing the highest value benefit coverages the marketplace has to offer. To ensure Tarrant County is procuring the best benefits possible, consideration will be given to RFP submissions which include “package savings.” Tarrant County reserves the right to award this contract to one (1) or more vendors, as deemed in the best interest of the County.
- C. The County intends for this procurement initiative to result in the saving of money, time, and resources for interested members of the National Association of Counties (NACo). All responding vendors must agree to provide parallel voluntary benefit plans for NACo members.
- D. The County is also seeking proposals for Identity Theft, Legal Services, Pet Insurance, and Auto & Home Insurance.

### **II. TARRANT COUNTY STATISTICS**

- A. Tarrant County is a member entity of the Public Employee Benefits Cooperative (PEBC). Benefits-eligible employees of Tarrant County participate in the PEBC Employee Health Benefit Plans. The PEBC program includes a choice of two (2) medical plans (a PPO Plan and a High Deductible Plan with Health Savings Account), two (2) dental plans, a vision plan, an employee assistance program, life insurance, short and long-term disability insurance, flexible spending accounts, and a wellness program. The two (2) medical plans are self-funded programs, with UnitedHealthCare (UHC) serving as the current claims administrator and network service provider. The County has nearly 4,200 benefit-eligible employees (with an average age of 45) who work in approximately ninety (90) different departments throughout the County. Approximately, 3,770 employees participate in the UHC program, covering approximately 7,234 lives. Tarrant County health benefits coverages becomes effective on the first day of the month after thirty (30) consecutive days of active, regular employment for benefits-eligible employees.

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- B. Tarrant County employees accrue sick days at a rate of one (1) day per month for a total of twelve (12) days annually. There are no maximum accruals for sick leave. Tarrant County employees accrue vacation days based on years of service. There are no maximum accruals for vacation leave.
- C. Tarrant County utilizes the integrated software services and functionality provided by SAP, an Enterprise Resource Planning (ERP) system, for electronic processing and data maintenance of Human Resources, Benefits, Payroll, and financial information.

### III. SCOPE OF SERVICES

- A. The scope of products/services required by the awarded contracts shall exist of the voluntary group benefit plans for the products noted in Section I: General Information.
- B. The contract term will be for a period of thirty-six (36) months with two (2) additional one (1) year renewal options. Coverage will apply to all benefit-eligible employees and retirees, where requested, as defined by the County. Carriers are to issue (1) official proposal to the County. Any carrier issuing multiple responses for this RFP process may be disqualified for consideration.
- C. The County has retained Gallagher Benefit Services, herein referred to as GBS, as its Life and Health Insurance Counsel LHIC representatives for this RFP process and all awarded contracts. They will continue in a service capacity as the sole Agent of Record (AOR) on all contracted policies at the to-be-determined, estimated effective date in March 2023. The County is not requesting the services of any other agents/brokers or purchasing cooperatives, collaboratives or associations. Carriers are to issue all proposal responses on a direct contract basis to Tarrant County with GBS as the designated AOR.
- D. Tarrant County will contract with partner(s) who can provide full guarantee issue coverage, void of medical underwriting questions, for all qualifying entrants during a modified open enrollment period estimated to be in March 2023.
- E. Upon the completion of this RFP, awarded carrier(s) will be elected through an online platform managed by GBS. During the open enrollment period employees can review and decide on product selection that best fits their individual needs. Call center agents will be available to assist with questions and ensure complete enrollment during the initial enrollment period and ongoing. A consolidated billing system will be in place and each carrier will receive payment from the benefit administrator system.
- F. Pricing Assumptions. Voluntary benefit plan pricing should include, but is not limited to, the following:
  - 1. Competitive group plan pricing with service offerings, either basic or buy-up, options.
  - 2. No minimum participation requirements.

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3. Multi-year premium rate guarantees with singular or base/buy-up options where applicable.
4. Flexibility for policy customization to ensure that County population needs are met through group plan options versus current individual plans, including portability options for all products.
- G. Vendors are to provide custom materials for Tarrant County during open enrollment periods, vendor health fairs, and in support of other County-sponsored events.
- H. Prices are to remain firm for the term of the contract. Pricing is to be provided in the Excel workbook labeled by specific product lines.

### IV. SUBMITTAL REQUIREMENTS

- A. Provide RFP response in the prescribed format below.
- B. Required Forms (to be submitted in hard copy in the stated order):
  1. Signature Form with signature.
  2. Addenda (if applicable) with signature (if applicable).
  3. Compliance with Federal and State Laws Form with signature.
  4. Deficiencies and Deviations Form.
  5. Disadvantaged Business Enterprise Form.
  6. HUB Certificate (if applicable).
  7. Additional Product Information  

Respondent is to provide information pertaining to all products being offered within the Excel workbook. Respondent should provide any additional information, not requested within the workbook, as part of the hard copy proposal. Insufficient product information may result in rejection of the proposal for the associated product offering.
- C. Excel workbook must be submitted on USB flash drives only. When submitting on USB flash drives, rename file to show company/respondent name. Please submit seven (7) flash drives. An incomplete workbook may result in rejection of proposal, in part or whole.  

In addition to References and Pricing, the workbook contains the following tabs:

  1. Disclaimers – *Please read thoroughly.*
  2. Cover
  3. General Information
  4. Product Checklist – *For each product being offered, the accompanying tab must be completed.*
  5. Permanent Life
  6. Critical Illness

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7. Cancer
8. Accident
9. Hospital Indemnity
10. ID Theft
11. Legal Services
12. Pet Insurance
13. Auto and Home
14. Questionnaire
15. References

**V. EVALUATION CRITERIA**

- A. The evaluation committee, led by the Tarrant County Purchasing Department and under advisement by GBS, will conduct a comprehensive, fair, and impartial evaluation of all RFP submissions received. Each submission will be analyzed to determine overall responsiveness and completeness as defined in the scope specifications. Failure to comply with the instructions or to submit a complete workbook may deem a submission as non-responsive, at the discretion of the evaluation committee, and result in elimination from further evaluation.
- B. The County reserves the right at its sole discretion to determine the process for proposal evaluations and to make award(s) as deemed in the best interest of the County.
- C.

Quality of the Vendor's Products/Services	30 Points
Extend to which Vendor's Products/Services meet County Needs	30 Points
Price (Premiums)	25 Points
References (present or past relationships with similar sized Counties)	15 Points



# TARRANT COUNTY

## HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

### II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.



Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### **III. POLICY GUIDELINES**

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  2. The goals should be reviewed and amended periodically.
  3. The program may apply to all County procurements including construction and professional services.
  4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

#### **IV. ADMINISTRATIVE GUIDELINES**

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

#### **510 Historically Underutilized Businesses Policy**

*Adopted: Court Order 64788 (December 17, 1990)*

*Amended: Court Order 69958 (December 7, 1993)*

*Amended: Court Order 99651 (December 28, 2006)*

*Amended: Court Order 127875 (June 19, 2018)*

<b>RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS</b>
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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, Texas 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, Texas 76011  
(817) 640-0606

**IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH PROPOSAL.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

**NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.**

## RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS

### TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

**TARRANT COUNTY**  
The perfect mix of Cowboys and Culture!  
100 E. Wythe Street, Suite 200  
Ft. Worth, Texas 76106  
(817) 884-1111

**TARRANT COUNTY**  
Vendor Online Registration System

**Welcome to TVORS!**

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

**Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.**

**Login to TVORS**

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

☐ Keep me signed in on this computer unless I sign out.

**VENDOR LOGIN**

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

**FORGOT PASSWORD**

**Register with TVORS**

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.

To complete your TVORS registration, you will go through the following steps:

**STEP 1:** Enter company data

**STEP 2:** Enter commodity/service codes (NIGP)  
**Failure to select NIGP code(s), could result in improper bid notification or no notification at all.**

**STEP 3:** Enter user data (if applicable)

**STEP 4:** Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email [TVORS@TarrantCounty.com](mailto:TVORS@TarrantCounty.com).

To begin the registration process, please click the button below.

**VENDOR REGISTRATION**

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to [TVORS@Tarrantcounty.com](mailto:TVORS@Tarrantcounty.com) or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

# SIGNATURE FORM

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

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

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

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

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

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

**Signature** \_\_\_\_\_ **X**  
**Authorized Representative**

\_\_\_\_\_  
 Legal Name of Company

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Printed Name of Authorized Representative

\_\_\_\_\_  
 City, State and Zip

\_\_\_\_\_  
 Title of Authorized Representative

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

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 E-Mail Address

**AFTER HOURS EMERGENCY CONTACT:**

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

Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND SEVEN (7) COPIES MUST BE RETURNED  
 WITH PROPOSAL!**



Did you sign and submit all  
required forms?

If not, your Proposal  
will be rejected!

<b>RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS</b>
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**COMPANY IS:**

Business included in a Corporate Income Tax Return?        \_\_\_\_\_ YES    \_\_\_\_\_ NO

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

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

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

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

DUNS Number:        \_\_\_\_\_

CAGE Code:        \_\_\_\_\_



## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

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

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

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

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

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

### VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

### If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

#### Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87<sup>th</sup> Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87<sup>th</sup> Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

## COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87<sup>th</sup> Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

\_\_\_\_\_ Vendor is EXEMPT from Certification as set out above.

\_\_\_\_\_ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature \_\_\_\_\_X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND SEVEN (7) COPIES MUST BE RETURNED  
WITH PROPOSAL.**

**RFP FOR ANNUAL CONTRACT FOR VOLUNTARY GROUP BENEFIT PLANS**

# DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

**THE ORIGINAL AND SEVEN (7) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!**

# NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

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

Contact Person: \_\_\_\_\_

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

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

Please send your response to:

Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

Please cut out and affix to the outside of your response package



**TARRANT COUNTY  
SEALED BID/PROPOSAL/RESPONSE**

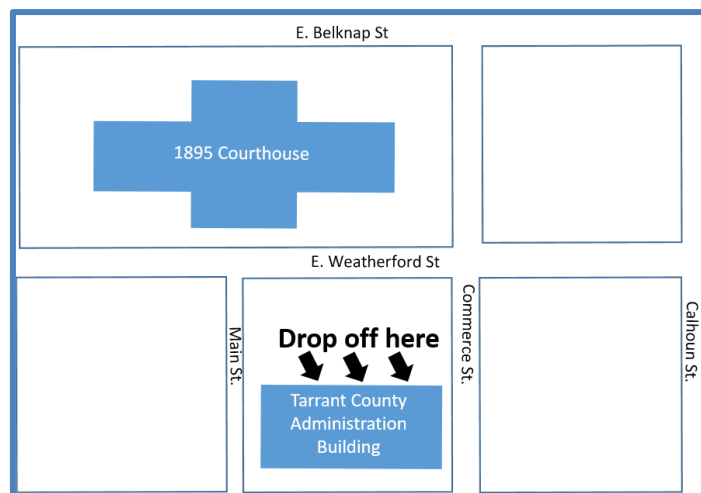
**RFP No. 2023-012**

**RFP FOR ANNUAL CONTRACT FOR VOLUNTARY  
GROUP BENEFIT PLANS**

**Due Date: OCTOBER 20, 2022 AT 2:00 P.M. CST**

**Tarrant County Administration Building  
ATTN: Purchasing Department  
100 E. Weatherford St., Third Floor, Suite 303  
Fort Worth, Texas 76196-0104**

**Street  
View**



**Building  
View**

