**REQUEST FOR PROPOSALS**

**San Saba County**

**Fully-Insured Medical, RX, Dental and Vision**

**PROPOSAL NUMBER: FY17-1000**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**

**August 26, 2016**

**PROPOSAL SUBMISSION**

**DEADLINE:** Sealed proposals must be received on or before **2:00 P.M. on August 26, 2016** and addressed to:

Lois VanBeck

County Treasurer

San Saba County

500 E. Wallace

San Saba, TX 76877

**BID REQUIREMENTS**: Can be located at the County website at www.co.san-saba.tx.us

**COPIES:** Sealed proposals shall include one (1) electronic submissions (flash drives) and one (1) paper original. The outside of the envelope should reference the following: **RFP # FY17-1000 Medical, Rx, Dental and Vision.**

**SUBMITTING PROPOSALS:** There will be no formal proposal opening at the expiration of the response deadline. Respondent submissions received by the due date and time will be duly noted. Any proposal received after the time and date stated above, regardless of delivery, will not be considered and will be returned unopened.

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**RFP REQUIREMENTS**

**SEALED PROPOSALS:** All proposals must be returned in a sealed envelope addressed to Lois VanBeck, County Treasurer, with the Respondent’s name, address, RFP number and name clearly marked on the outside.

**TABLE OF CONTENTS:** Please submit your proposal information in order as shown in the “The Table of Contents”. Your proposal should mirror “The Table of Contents” section of the County’s Request for Proposal (RFP). Please tab each section of your proposal so the County can easily determine each section of your submission. Your proposal must include all items set forth in this section of the RFP.

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

**FORMS:** All complete proposals shall also include forms provided in this RFP packet.Changes to the RFP packet made by Respondents may disqualify their proposal. Proposals cannot be altered or amended after submission deadline other than those obtained during the negotiation process.

**LATE PROPOSAL:** Proposals received after submission deadline will be returned to the Respondent as they are considered void and unacceptable. San Saba County is not responsible for lateness of mail, courier service, etc.

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

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. qualified and eligible to receive an award.

San Saba County may request representation and other information sufficient to determine Respondent’s ability to meet these minimum standards listed above.

**WITHDRAWAL OF PROPOSAL:** A Respondent may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to the RFP contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of sixty days (60) after RFP closing date with an effective date of October 1, 2015.

###### QUALIFICATIONS:

###### All companies submitting proposals must be licensed by the State of Texas and be permitted to contract with the State or any of its subdivisions. Further, it is preferred that companies be recommended in the ratings from A.M, Best with a general policyholder’s rating of at least A. Your current A.M. Best rating shall be included in your response.

* Companies who fall under the guidelines of the Texas Political Subdivision Uniform Group Benefits Act (Chapter 172 Local Government Code) and the Interlocal Cooperation Act (Article 4413 (32e)) Vernon’s Texas Civil Statutes will be acceptable.

**DISQUALIFICATIONS:** Disqualification may occur for any of the following reasons:

* The respondent is involved in any litigation against San Saba County.
* The respondent is in arrears on any existing contract or has defaulted on a previous contract with the County.
* The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

**CONSULTANT:** The County has retained the services of Arthur J. Gallagher & Co. (“Consultant”) to assist in analyzing Respondents pricing, services, and capabilities for plans proposed to San Saba County.

**COMMISSIONS**: Quote flat 5% on Medical, flat 10% on dental, vision and short term disability.

**ACCEPTANCE OF PROPOSAL CONTENT:** Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the County upon which the proposal will rely. If the Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

**EQUAL EMPLOYMENT OPPORTUNITY:** Respondents need to adhere to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, disability or political affiliation or belief. Also, no insurance policy should be offered, that would discriminate any employee of the County.

**AWARD OF AGREEMENT**

The RFP award(s) are anticipated to be made within a reasonable time after the RFP closing date. The County may reject or award an RFP on a per item or service basis. Results may be obtained by contacting the consultant.

**AWARD OR REJECTION:** All proposals may be awarded or rejected in total or in part at the sole discretion of the County. San Saba County may waive any informality or irregularity. Proposals may be awarded or rejected in any combination the County selects.

The County will select the most highly qualified respondent(s) of the requested services based on demonstrated competence and qualifications and then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price.

**AGREEMENT:** This Proposal, when properly accepted by San Saba County, shall constitute an agreement equally binding between the successful Respondent and San Saba County. The successful Respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**AGREEMENT PERIOD(S):** Agreement term shall be for a minimum of one (1) year beginning **January 1, 2017**. The County will consider multi-year agreements.

**AGREEMENT PRICE AND TERM RENEWALS:** Pricing shall remain firm during the initial term of the agreement.

**TERMS AND CONDITIONS**

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms and conditions; plans and/or specifications stated in this RFP packet and/or RFP instructions/requirements.

**ETHICS:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee or official of San Saba County prior to an award of contact or during the agreement performance dates.

**DOCUMENTATION:** Respondent shall provide with this RFP response, all documentation required by this proposal. Failure to provide this information may make the RFP non-responsive and as a result the RFP may be rejected by the County.

**INDEMNIFICATION:** to the fullest extent permitted by applicable law, the Respondent, and its partners, employees, (collectively “Indemnitors”) shall and do agree to indemnify, protect, defend with counsel approved by San Saba County, and hold harmless San Saba County, representatives of San Saba County, the Board of San Saba County, its various departments, and their respective officers, directors and employees (collectively “Indemnitees”) from and against all claims. Damages, losses, liens, causes of action, suits, judgments, and expenses, including attorney fees, of any nature, kind, or description (collectively “Liabilities”) of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the services or any part thereof which are caused in whole or in part by any negligent act or omission of the Respondent, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which San Saba County or any of the Indemnitees has by law**.**

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

**INDEPENDENT RESPONDENT:** The agreement does not create an employee/employer relationship between the award Respondent and San Saba County. It is San Saba County’s intention that the awarded Respondent will be an independent Respondent and not an employee of San Saba County for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers compensation, and unemployment Insurance laws. The Respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The Respondent agrees that it is a separate and independent enterprise from San Saba County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Respondent and San Saba County, and San Saba County will not be liable for any obligation incurred by the Respondent.

**MASTER APPLICATION**: All Respondents shall submit a sample agreement that it expects the County to sign should the Respondent be select for award.

**SPECIFICATIONS AND CONDITIONS**

The specifications cover the **minimum** requirements for the County’s need for **Employee Benefits outlined in this RFP.** The specifications are not intended to eliminate any potential Respondent from proposing; however, they are intended to outline the quality and service desired. If “exception” is the response, an explanation of the exception must be noted. Failure to complete any sections may be considered as a non-responsive Respondent.

The County has been working diligently to come up with solutions to increase the overall health of its employees. While the County understands that realized saving may not come into play immediately, it would ask that all Respondents consider the long term effects of wellness on the overall employee population in underwriting policies for the County.

**CURRENT INSURANCE CARRIERS**:

Note that the current plans below were effective January 1, 2016 and are currently set to renew January 1, 2017.

**Type of Insurance Insurance Carrier**

* Medical including RX Scott & White
* Dental MetLife (via Scott & White)
* Vision Scott & White

**OBJECTIVES:** Proposals should include options that match as closely to current benefits as possible. Alternate plans will also be considered and are encouraged. The County desires to receive proposals with at least a one (1) year rate guarantee. Multiyear alternatives may be considered. Further extensions of the contract may be made at the discretion of the County. The County is not interested in increasing its insurance cost, therefore, one of the options submitted shall be at or below the current program cost.

**REQUIRED ATTACHMENTS:** All Respondents must complete the appropriate items outlined in the RFP. Respondents do not have to submit a proposal for each type of insurance desired.

Respondents may include additional information, flyers, brochures, etc. in each tab of their hard copy responses in addition to the completed required attachments. You must provide proposed rates in the requested format in order for your proposal to be considered.

**ELIGIBILITY:** All full-time, active employees, working at least 30 hours per week, are eligible to participate in the County’s benefits plan. Additionally, 3 employees with the San Saba Appraisal District are eligible and are indicated on the census. All eligible dependents of active employees are allowed to elect medical, prescription drug benefits, dental and vision coverage, provided the employee has also elected the same coverage. Dependent children who are under 26 years old are eligible, regardless of student status. Medical, prescription drug benefits, dental and vision benefits are also available for COBRA continuation. The current new hire waiting period for elected officials is on date of hire. The new hire waiting period for all other employees is the first of the month following 60 days of employment. The County does not currently offer Short Term Disability but if they do offer, the same above eligibility criteria will apply.

**PLAN EFFECTIVE DATES:** January 1, 2017 to December 31, 2017 (for initial contract term, which may be extended if the County and selected Respondent(s) agree in writing).

**TIMELINE:** The tentative timeline for contract award is noted below:

* Advertisement for proposals: **August 10 through August 25, 2016**
* Sealed Proposals are due: **August 26, 2016**
* Contract start date: **January 1, 2017**

**SCOPE OF WORK:** The County shall require that the Respondent provide all necessary services including, but not limited to, the following:

* Maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA, provide WEB access to plan participants that allows for claim status and offers various customer service functions.
* Maintain records and management reports, including claims and accounting information as required by the contract.
* Provide timely response to inquiries from plan participants and providers regarding eligibility and status of claim, correspondence, payment, and any other information requested by such parties in a manner that will limit the County’s involvement in day-to- day inquiries.
* Prepare and review with the Human Resources staff, and print summary plan documents, claim forms, and any other communication material as required by the contract.
* If Respondent uses ID cards, the County prefers Respondent mail identification cards to the employee’s home address.
* Meet with representatives of the County’s Human Resources Department as often as deemed necessary by County.
* Attend annual Open Enrollment meetings. The Respondent may be required to give employee’s additional information on plan types and give oral presentations about types of plans offered to County employees.

**REQUIRED ATTACHMENTS AND ADDITIONAL INFORMATION:** Please complete and return all of the requested attachments. Failure to complete all attachments may result in your proposal being disqualified.

**PROPOSAL PLAN FORMS:** Please remember to print a copy of your plan proposal(s) and insert it within your physical copy submission. In preparing your premium quotations, include the signature of your authorized representative.

All who submit proposals, including the current carrier or administrator, shall complete the proposal forms provided. An authorized official of the carrier must sign all proposal forms submitted. **Please remember to include a declaration of compliance for HIPPA within your RFP submission.**

**REFERENCES:** Include a list of at least (4) four references where like services have been supplied by their company. Include name of firm, address, telephone number and name of representative.

**DEBARMENT CERTIFICATION:** All Respondents are required to sign a certification or acknowledgement stating that the Respondent is free from suspension or debarment pursuant to federal regulation 45CFR76. **This form must be signed, and submitted with your Proposal.**

**CONFLICT OF INTEREST:** No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. The Conflict of Interest Statement is attachedto this RFP packet. This form should be completed, signed, and submitted with your Proposal.

**COPYRIGHT MATERIALS:** Materials listed in your RFP submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFP submission. San Saba County is subject to the Texas Public Information Act. Any information submitted to San Saba County is presumed to be public information and available to the public, unless noted. If an outside individual or entity requests to review copies of the information marked as confidential, San Saba County will request an open records decision from the State of Texas Attorney General’s Office asserting appropriate exceptions to disclosure. The proposer shall be responsible for substantiating the confidentiality of the information or materials requested at its own expense.

**FORM W-9:** Please fill out a current IRS Form W-9.Fillable W-9 forms are also available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**PROPOSAL CONTACTS**

**RFP QUESTIONS OR REQUEST FOR CLARIFICATIONS:** Any questions or requests for clarification must be submitted in writing to Jennifer McDonald prior to **August 26, 2016**. Please indicate “RFP #FY17- 1000 Questions” in the subject line of your email. All responses to the questions will be provided as they are made available. Unauthorized contact regarding this RFP with any San Saba County employees, Board Members or Respondents will result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely on written statements only.

San Saba County is aware of the time and effort you expend in preparing and submitting proposals. **Please let us know of any requirements in the RFP which are causing you difficulty in responding. We want to make this process as easy as possible so that all responsible vendors can compete for the County’s business.**

**EVALUATION CRITERIA**

**CONTRACT AWARD / EVALUATION CRITERIA:** Gallagher Benefit Services, Inc. shall evaluate all proposals and present San Saba County with recommendations. The applicant(s) selected for the short list may be invited to attend an interview, at the respondent’s expense.

During the evaluation, discussions and negotiations may be initiated with proposers. Additional information may be accepted during this period from proposers who respond to the original request. Proposers may not initiate discussions.

The County will evaluate the quotes based on price, coverage area, billing and technical support. The County reserves the right to negotiate the final fee schedule prior to recommending any respondent a contract and reserves the right to accept such an offer if it is determined to be in the County’s best interest to do so.

Award of the agreement shall be made to the responsible proposer(s) whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications, and qualities of the Respondents which best meets the needs of the County.

Respondents are advised that the County reserves the right to evaluate the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, rate plans, but also your approach to conversion.

County staff shall make a recommendation to the County’s Board of the most qualified respondent to enter into contract negotiations with the County. The selected respondent shall enter into negotiations with the County for the services to be performed.

Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process shall continue until an agreement is reached.

This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

The Offeror should not assume that any other insurance product or service will be placed through the carrier when submitting proposed rates in response to this Request for Proposals. The County reserves the right to place other insurance products with the vendor that is most advantageous to the County.  The County may consider in the evaluation discounts available from Offerors for placing multiple insurance products with the same vendor.

It is the intent of the County to enter into a one (1) year contract, including annual renewal options, with one vendor to supply all of the services and products identified above.  This contract shall become effective October 1, 2014.  The County shall have the option of renewing the contract for a maximum of four (4) additional one (1) year terms to be awarded one (1) year at a time, subject to approval of funding and review of the service provided by the Contractor, and if mutually agreed to by the County and the contracted vendor.  The County is requesting that the successful vendor guarantee the pricing of the Fully-Insured Medical/Rx Plans and the Level-Funded Medical/Rx Plans for a minimum of one (1) year.  Consideration of Contract renewals shall be contingent upon the next year’s contract pricing being received by the County and at least four (4) months prior to the expiration of the current contract.

The County reserves the right to conduct discussions with Offerors who submit proposals who are reasonably qualified for the award of the contract.  Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. The County reserves the right to request post-proposal modifications, including, but not necessarily limited to, best and final offers.  In order to obtain best and final offers, revisions may be permitted after submission of the proposal and before the award of the contract.

The County reserves the right to negotiate a contract with the selected offeror.  The County reserves the right to negotiate with proposers prior to finalist offer selection.  However, the County reserves the right to award a contract or contracts on the basis of best and final offer with no negotiations, interviews and/or presentations should they so choose.  **Therefore, each proposal must contain the proposers best terms from a financial and technical standpoint at time of original submittal.**

**SIGNATURE OF ACCEPTANCE:** By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the RFP closing with any competitor or any other person engaged in such line of business.

The undersigned also does hereby declare that they have read the specifications for Group Health, Rx, Dental, and Vision benefits for the plan holder, and with full knowledge of the requirements, does hereby agree to furnish the services in full accordance with the specifications and requirements.

The below signature also indicates the following:

* Person or person’s interest in this RFP as principals are those named herein.
* I (we) have carefully examined the advertisement and contents within the proposal.
* The Respondent is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
* The Respondent confirms that they have read this entire RFP document and agrees to the terms stated herein.
* In the event that the RFP is awarded to more than one supplier, the Respondent signing this RFP agrees that the prices submitted within this RFP will not be changed.

**The undersigned, by their signature, represents that they are authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFP specifications, and special provisions stated herein for the amount(s) shown on the accompanying RFP form.**

|  |  |
| --- | --- |
| **Full Legal Name of Company** |  |
| **Address** |  |
| **City, State, Zip** |  |
| **Phone Number** |  |
| **Fax Number** |  |
| **Account Representative & Their Phone Number** |  |
| **Email Address** |  |
| **Signature of Authorized Agent** |  |
| **Printed Name of Authorized Agent** |  |
| **Title** |  |
| **Date** |  |

**REFERENCES**

Please provide **four** references that have been insured with your company for at least three years.

|  |
| --- |
| COMPANY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of employees \_\_\_\_\_  Contact Person:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**Certification Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549,

Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and

Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;

d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated for cause or default.

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

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

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

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

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

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

**Conflict of Interest Statement**

**INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provision of Chapter 176 and the Form CIQ questionnaire that you much complete to comply with this law are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm>.

A current list of San Saba County officers is available on the County’s website at www.co.san-saba.tx.us. If you are considering doing business with San Saba County and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (County Clerk) of San Saba County no later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

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**Texas Public Information Act**

**Steps to Assert Information Confidential or Proprietary**

**All proposals or proposals, data, and information submitted to the San Saba County** **are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.**

**On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and RFP sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.**

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

**In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.**

**In signing this form, I acknowledge that I have read the above and further state:**

□ The proposal/RFP submitted to the County **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

□ The proposal/RFP submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Respondent Submitting: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**ATTACHMENT Q**

