

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

August 27, 2025

SA Benefit Services, LLC
Attn: Mackenzie Anderson
11844 Bandera Rd #429
Helotes, TX 78023
manderson@sabenfitservices.com

Re: Award for RFP# 25-62 Stop Loss Insurance Coverage

Dear Ms. Anderson:

Brazoria County is pleased to inform you that on August 26, 2025, Commissioners' Court awarded the above listed project to your company.

The term of this contract shall be effective October 1, 2025, for a period of one (1) year with an option to renew the contract for up to four (4) additional one-year terms.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria County.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Susan P. Serrano, CPPO, CPPB
Brazoria County Purchasing Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1340808

Date Filed:
07/23/2025

Date Acknowledged:
8/29/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SA Benefit Services, a division of Afore Insurance Services, LLC.
Helotes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #25-62
Stop Loss Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Mackenzie	Helotes, TX United States		X

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Mackenzie Anderson, and my date of birth is 04/09/1999.

My address is 11844 Bandera Rd. #429, Helotes, TX, 78023, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 29 day of July, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

SA Benefit Services, a division of Afore Insurance Services, LLC.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

06/11/2025
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BCA Insurance Group 330 TILTON RD NORTHFIELD NJ 08225	CONTACT NAME: Nick VanderPyl PHONE (A/C, No, Ext): (609) 645-1700 E-MAIL ADDRESS: nvanderpyl@bca-insurance.com FAX (A/C, No): (609) 645-2031
INSURED SRA HOLDINGS, LLC; AFORE INSURANCE SERVICES LLC; AFORE ACQUISITION, LLC; BBIG LLC 160 CHAPEL RD MANCHESTER CT 06042	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company LTD INSURER B: Nautilus Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11000 524210

COVERAGES**CERTIFICATE NUMBER:** 25-26**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	13SBAAC5070	03/24/2025	03/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIABILITY AND \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	13SBAAC5070	03/24/2025	03/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☐ RETENTION \$	Y	Y	13SBAAC5070	03/24/2025	03/24/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability-E&O	Y		INS9085662-0325	03/24/2025	03/24/2026	Each claim \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is recognized as an additional insured for ongoing and completed operations as required by written contract on a primary and non-contributory basis in respects to General Liability, Auto, Umbrella following form.

CERTIFICATE HOLDER**CANCELLATION**

Brazoria County 237 E.Locust Angleton TX 77515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" 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 Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) 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;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Mackenzie Anderson (Person name), the undersigned representative of (Company or Business Name) SA Benefit Services, a division of ADP (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE 8/29/2025

SIGNATURE OF COMPANY REPRESENTATIVE



BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 26th day of August 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and SA Benefit Services, LLC.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP #25-62 Stop Loss Insurance Coverage** as stated in the Request to Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

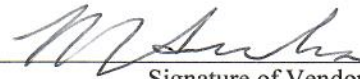
- Brazoria County **RFP #25-62 Stop Loss Insurance Coverage**
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 5th day of September 2025.

By: 
County Judge Signature

By: L.M. "Matt" Sebesta, Jr
Printed Name

By: 
Signature of Vendor

By: Mackenzie Anderson - CEO
Printed Name and Title

Your Employer Stop Loss Partner

PartnerRe

Proposal

Brazoria County

SA Benefit Services, LLC

Effective: **10/01/2025**

Cameron Katrena

cameron.katrena@partnerre.com,

Angela Szeto

angela.szeto@partnerre.com,

partnerre.com/risk-solutions/health

Cornerstones of our ESL Value Proposition

“Our team offers a unique customer experience, combining personalized ‘small town’ warmth with ‘big city’ capabilities and expertise.”

Ease of doing business

- We believe true partnerships are built on trust and straight-forward communication
- We provide direct access to the breadth and depth of our expertise

Smooth customer journey

- We ensure a seamless onboarding process by providing active guidance and support
- We deliver on our promises, offering an efficient claim handling process

Ongoing education & insights

- Our **PULSE** + Plus® team offers complementary services customized to each employer group to achieve the best clinical and financial outcomes

Financial Quote

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1
Annual Specific Deductible per Individual		\$ 350,000
Except for		
PREBRA 1025-01 Subject to:		\$ 400,000
Plan Benefits Included		Medical, Rx Card
Coverage Period		36/12
Retiree Coverage		All Retirees Covered
Specific Lifetime Maximum		Unlimited
Specific Annual Maximum		Unlimited
Quoted Rate(s) Per Month	Enrollment	
Composite	1,478	\$ 84.30
Estimated Annual Premium		\$ 1,495,145
Commission %		0.00 %
Additional Options		
No New Laser with Rate Cap		50.00%
Plan Mirroring		Included
Specific Advancement		Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1
Plan Benefits Included		Medical, Rx Card
Coverage Period		36/12
Aggregate Deductible %		120%
Loss Limit per Individual		\$ 350,000
Maximum Aggregate Reimbursement		\$ 1,000,000
Reimbursement Percentage		100%
Quoted Rate(s) per Month	Enrollment	
Composite	1,478	\$ 3.16
Estimated Annual Premium		\$ 56,046
Commission %		0.00 %
Aggregate Run-In Limit		\$ 3,952,113
Monthly Aggregate Claim Factors	Enrollment	
Medical, Rx Card		
Composite	1,478	\$ 1,782.64
Composite	1,478	\$ 1,782.64
Estimated Annual Aggregate Deductible		\$ 31,616,903
Minimum Annual Aggregate Deductible		\$ 31,616,903

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

1. This quotation is subject to the completion and signature of the Application.
2. For inclusion of prescription drug (Rx) coverage under the Specific and/or Aggregate coverage(s) when there is a separate PBM, PartnerRe requires written documentation for underwriting purposes that all Rx experience reports have been received. Otherwise, Rx will not be a covered expense under the Stop Loss Policy. PartnerRe is not responsible for aggregating medical and Rx claims data during quotation or Policy coverage periods.
3. All claim reporting submitted from the selected Administrator should be provided to PartnerRe in a sortable Microsoft Excel format throughout the Policy and Proof of Loss Periods. Failure to do so could result in a delay of claim reimbursements.
4. Actively at Work is waived with receipt and acceptance of the PartnerRe Claim Disclosure Statement.
5. This quotation assumes that the Agent/Broker is operating under the appropriate license in which the risk is domiciled. The Agent/Broker license and appointment with PartnerRe will be required prior to binding coverage.
6. The statements herein may vary from the final Policy wording. The final Policy wording along with the Excess Loss Insurance Application and Claims Disclosure Statement shall govern over any inconsistency with the wording herein.
7. This quotation is subject to the verification and approval of the Policyholder by PartnerRe through the economic and trade sanction watch lists enforced by the Office of Foreign Assets and Control (OFAC).
8. Current copies of the Plan Document, all Amendments and Restatements of the Plan Document and proposed changes are required to be submitted and approved by PartnerRe prior to binding coverage.
9. The Plan Mirroring provision has been quoted. A review of the Plan Document will be required prior to approval.
10. No New Laser with Rate Cap: If the Excess Loss Insurance Policy is renewed, We guarantee that Your premium rate(s) (and Aggregated Specific Deductible, if applicable), as shown on the Schedule of Insurance will not be increased more than the indicated percentage, provided that there are no Material Changes that alter the risk under the current Excess Loss Insurance Policy. See Policy Endorsement for complete details.
11. Upon renewal, We guarantee no new lasers for the options shown above in which No New Lasers at Next Renewal is Guaranteed.
12. ***Member PREBRA 1025-01, a \$400,000 Specific Deductible will apply for drugs and services related to the Lipomatosis diagnosis.***
13. ***Liability basis is 36/12.***
14. TPA: Aetna; Network: Aetna

OPTIONS SUMMARY

PROPOSAL ACCEPTANCE PROCEDURES

Please check next to the selected proposal option:

Option	Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium	Option	Aggregate Contract	Total Aggregate Premium	Attachment Point
☐ 1	\$ 350,000	36/12	\$ 0	\$ 1,495,145	☐ 1	36/12	\$ 56,046	\$ 31,616,903

About Us

PartnerRe

Key Facts and Figures

- Founded in 1993, headquartered in Bermuda
- Privately owned by Covéa since July 2022
- When engaging with our partners we live by our values:
 - Integrity
 - Performance
 - Straightforward Communication
 - Collaboration
 - Respect & Care

Financial Strength Ratings

A+	A+	A1
A.M. Best	S&P	Moody's

Total Capital

\$10.3bn

Gross Premium Written in 2023

\$9.1bn

As at June 30, 2024

PartnerRe US Health

We are a financially strong leader with a focus on exceptional partner relationships.

- Direct writer of Employer Stop Loss business for 25+ years
- Broad and deep industry experience across all U.S. Health market segments, including HMO Reinsurance, Medical Excess Reinsurance, and Provider Excess

Gross Written Premiums

\$375+ Million

Covered Lives

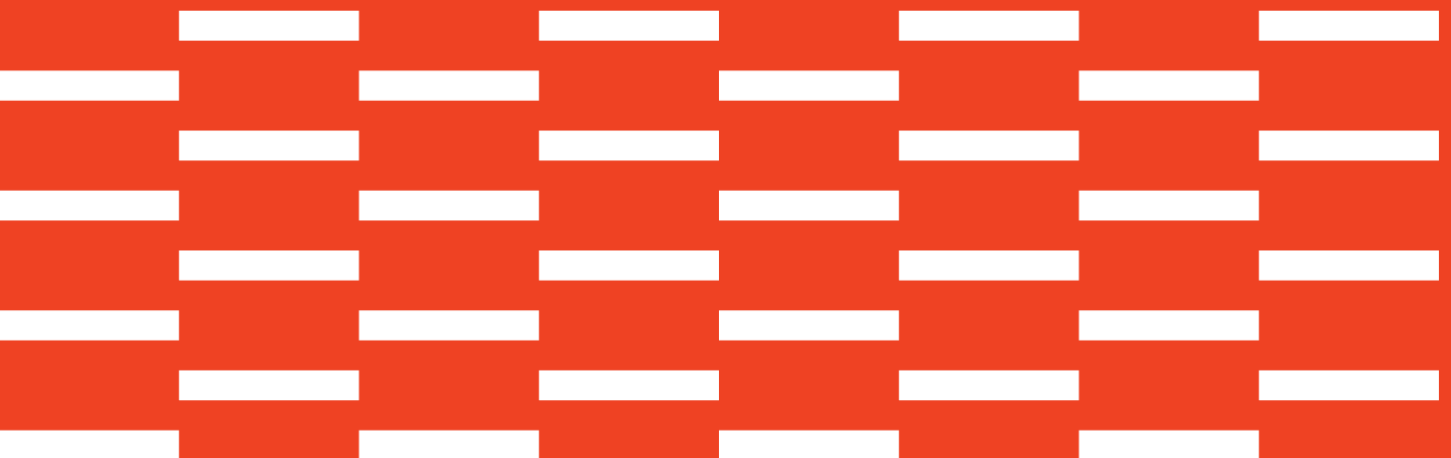
9+ Million

Experience of ESL Underwriters (average)

20+ Years

As of April 30, 2024

partnerre.com



New Business - Stop Loss Implementation Questionnaire

Group Legal Entity Name:	Brazoria County
Group Number:	Pending from stop loss carrier
Coverage/s:	Specific Stop Loss -Medical/Rx, 36/12 terms, \$350,000 Spec Ded, ASD N/A Aggregate Stop Loss – Medical/Rx, 36/12 terms, \$1 million agg max
Effective Date of Policy:	10/01/2025
SA Benefit Services CEO:	Mackenzie Anderson manderson@sabenefitservices.com Direct Phone: (323) 419-2841
RFP/Implementation Specialist: Claims and Reporting:	Baylee Riddles briddles@sabenefitservices.com General Mailbox slreports@sabenefitservices.com

GENERAL ACCOUNT INFORMATION & ACCOUNT STRUCTURE

Situs State	Texas
Legal Entity Address	111 East Locust Angleton, Texas 77515
Physical Mailing Address	Same address as the legal entity address
Group's Contact Person	Name: Holly Fox Phone#: 979-864-1797 Email: hollyf@brazoriacountytx.gov
Tax ID Number	74-6000044
Legal Entity Type and SIC	9199 – General Government
Premium Remittance Method? (Note: premium is due 1 st of the month.)	Who will pay premium via ACH on behalf of the group or will the group pay carrier direct? Brazoria County pays premium direct to PartnerRE via money transfer

BILLING AND STOP LOSS CLAIM CONTACTS

Billing Contact: (Note: Receiving, adjusting, remitting premium, receives late notices) Name: Email: Phone:	Stop Loss Eligibility Contact: (Note: This contact provides general eligibility (Work status and enrollment) on each initial claimant and is typically someone at the group.) Name: Tiffany Helmtoller Email: tiffanyh@brazoria-county.com Phone: 979-864-1277
Stop Loss Reimbursement Method: (Note: ACH/direct deposit is available for stop loss claim reimbursements. If ACH is not set up, paper checks will be sent when a stop loss claim is reimbursed.) Reimbursement method desired (check ACH or Paper): ☒ ACH/Direct Deposit; If ACH is elected separate ACH form will be sent OR	Stop Loss EOR Contact(s): (Note: An Explanation of Reimbursement is sent when a stop loss claim is reimbursed. NOTE: EORs include PHI and are sent via secure email.) EOR recipient (s): Email: tiffanyh@brazoria-county.com Email: hollyf@brazoria-county.com Email: melissah@brazoria-county.com Email: angelad@brazoriacountytx.gov Email: AlisonR@brazoria-county.com Email: MikaylaR@brazoriacountytx.gov
☐ Paper check. If check, please complete the below information: Name: Phone: Email: Mailing address for paper checks:	

MONTHLY REPORTING CONTACTS	
Medical Claim/Reporting Contact: Aetna (Note: This is a contact at the Medical TPA for use when there are claim questions during the review of a stop loss claim. This contact also sets up and/or sends required monthly reports on behalf of the group.) Name: Joann Balderas Email: BalderasJ@aetna.com	PBM Reporting Contact (if reporting is outside medical reporting): CVS Caremark (Note: If monthly Rx reports are to be sent separately from the medical reporting, please provide a contact at the PBM.) Integrated with Medical, Aetna.

SA Benefit Services Monthly Report Contact:
(Note: this is a contact at the broker and/or group who will receive our stop loss monthly report if SA Benefit Services provides claim filing and monthly reporting services on behalf of the group.) Email: hollyf@brazoria-county.com Email: melissah@brazoria-county.com Email: TiffanyH@brazoria-county.com Email: mbaumeister@brazoria-county.com Email: brooklynr@brazoria-county.com Email: julian.fontana@hubinternational.com

Excess Loss Insurance Application

PartnerRe America Insurance Company

Wilmington, DE
NAIC# 11835

Mailing Address:
6900 Wedgwood Road, Suite 120
Maple Grove, MN 55311
800-263-6546

The Applicant hereby applies for the Excess Loss Insurance Policy.

1. POLICYHOLDER: Brazoria County
Principal Address: 111 East Locust
Angleton, TX 77515

Are subsidiary or associated entities to be included? ☐ Yes ☒ No

2. POLICY PERIOD: Effective Date: October 01, 2025
Termination Date: October 01, 2026

3. CLAIM ADMINISTRATOR: Aetna
Type of Coverage: Medical
Address: 151 Farmington Ave.
Hartford, CT 06156

CLAIM ADMINISTRATOR: Caremark / CVS
Type of Coverage: Rx
Address: 750 W John Carpenter FWY, Suite 1200
Irving, TX 75039

4. EXCESS LOSS INSURANCE:

- a. Specific Excess Loss Insurance: ☒ Yes ☐ No

- i. Specific Deductible: \$350,000 per Covered Person
Covered Persons subject to an Adjusted Specific Deductible: Member ID#: **PREBRA
1025-01** Subject to: \$400,000
- ii. Coverage Period:
Eligible Expenses Incurred from October 01, 2023 through October 01, 2026 and
Paid from October 01, 2025 through October 01, 2026

b. Aggregate Excess Loss Insurance: ☒ Yes ☐ No

i. Monthly Aggregate Deductible: \$1,782.64 per Composite per month

ii. Coverage Period:
Eligible Expenses Incurred from October 01, 2023 through October 01, 2026 and
Paid from October 01, 2025 through October 01, 2026

5. The following endorsement(s) are elected:
Specific Advanced Funding Endorsement
Plan Mirroring Coordination Endorsement
Renewal Rate Cap Endorsement

I, the undersigned, understand and agree that:

This Application is based upon claim details, enrollment, eligibility, Benefit Plan and other information provided by Applicant to PartnerRe America Insurance Company ("PartnerRe"). Any known material change in such information must be reported to and agreed upon by PartnerRe prior to coverage becoming effective. Additional underwriting adjustments, including changes to terms, premium or specific deductibles on certain individuals, may be required.

The coverage afforded by this Application is to be effective from 12:01 A.M. standard time on the Effective Date stated above at the Policyholder's address, provided the first month's premium is paid in full and that the Claim Disclosure Statement and this Application are accepted and approved by PartnerRe. The coverage afforded by this Application is subject to all terms and conditions of the Policy in current use by PartnerRe. This Application and Claim Disclosure Statement will become a part of the Policy when issued.

This Application assumes the Producer/Agent of Record is duly licensed as required by law and has been appointed with PartnerRe America Insurance Company in the state in which the Policyholder is located and the Policy is to be delivered.

By signing this Application and the Claim Disclosure Statement, the Applicant represents that all statements, answers and information provided to PartnerRe are complete and true to the best of its knowledge. Applicant further acknowledges and agrees (i) that such statements, answers and information provided and in the Claim Disclosure Statement, together with a copy of the Benefit Plan and other information attached to this Application or furnished to PartnerRe, are submitted by the Applicant as an inducement to and will be relied upon by PartnerRe in underwriting this risk and determining whether to accept this Application and issue the policy being applied for; (ii) if such statements, answers and information is/are incomplete or untrue and such incompleteness or falsity is material to the risk to be insured by PartnerRe, any policy issued by PartnerRe may be rescinded and/or any benefits that might otherwise be payable thereunder may be denied; and (iii) the Applicant has fully read and understands this completed Application and the Claim Disclosure Statement.

I hereby agree to the terms as stated above and warrant that I am duly authorized to execute this acceptance:

Applicant Signed By:



Its Corporate Officer or Authorized Representative

09-05-25

Date

L.M. "Matt" Sebesta, Jr. - County Judge

Title

FEIN#

Accepted by PartnerRe America Insurance Company:

Signature

Date

Title

INSURANCE FRAUD WARNING

Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, or conceals information for the purpose of misleading, is guilty of insurance fraud and is subject to criminal and/or civil penalties.



Exhibit A

Required Documents

- Respondent Certification Form
- Bidder/Respondent's Affirmation & SDCs/Blocked Persons Affirmation
- Certification Regarding Lobbying Form
- Exceptions To Standard Terms & Conditions & Special Requirements
- Non-Collusion Affidavit
- Conflict of Interest Questionnaire – Form CIQ
- Form 1295 Certificate
- Texas Government Code 552, Subchapter J Acknowledgement Form
- Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form
- Authorized Negotiator
- Resident/Non-Resident Bidder Provisions
- Vendor Data Sheet & W-9 Form

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

SA Benefit Services, a Division of Afore Insurance Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

92-1093640

FEDERAL I.D. # (Company or Corporation)

119048290

DUN & BRADSTREET D-U-N-S NUMBER

210-996-2190

TELEPHONE NUMBER

N/A

FACSIMILE NUMBER

Mackenzie Anderson

CONTACT PERSON

CEO

TITLE

11844 Bandera Rd #429

COMPLETE MAILING ADDRESS

Helotes, Texas

CITY & STATE

78023

ZIP CODE

11844 Bandera Rd #429

COMPLETE STREET ADDRESS

Helotes, Texas

CITY & STATE

78023

ZIP CODE

manderson@sabenefitservices.com

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.



SIGNATURE

"must be authorized to execute on behalf of company"

07/22/2025

DATE

Mackenzie Anderson

Typewritten or Printed Name

CEO

Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and 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.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No. 19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Is not excluded from doing business at the federal level.

☒ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name SA Benefit Services, a Division of Afore Insurance Services, LLC

Signature of Company Official

Authorizing the Bid/Offer  Date 07/22/2025

Company Official

(Printed Name) Mackenzie Anderson

Official's Position CEO

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Mackenzie Anderson, CEO

Typed Name and Title

SA Benefit Services, a Division of Afore Insurance Services, LLC

Applicant / Organization

07/22/2025

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <u>N/A</u>	Status of Federal Action: a. bid/offer/application b. initial award c. post-award <u>N/A</u>	Report Type: a. initial filing b. material change <u>N/A</u>
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: N/A Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency: N/A		7. Federal Program Name/Description: CFDA Number, if applicable: <u>N/A</u>
Federal Action Number, if known: N/A		9. Award Amount, if known: \$ <u>N/A</u>
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: Mackenzie Anderson Title: CEO Telephone No.: 210-996-2190 Date: 07/22/2025
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

 x Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER _____

Before me, the undersigned authority, on this day personally appeared Mackenzie Anderson
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
SA Benefit Services, a
division of Above Insurance ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has
Services, LLC.
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.



Name

Mackenzie Anderson

Title

CEO

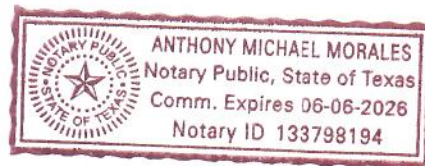
SWORN TO AND SUBSCRIBED BEFORE ME by the said Mackenzie Anderson, this 29th day of
July, 20 25, to certify which witness my hand and seal of office.

Anthony Michael Morales
NOTARY PUBLIC in and for

State of Texas

Printed Name: Anthony Michael Morales

My Commission Expires: 06/06/2026



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

SA Benefit Services, a division of Afore Insurance Services, LLC.

- 2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

07/22/2025
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SA Benefit Services, a division of Afore Insurance Services, LLC.
Helotes, TX United States

Certificate Number:
2025-1340808

Date Filed:
07/23/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #25-62
Stop Loss Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Mackenzie	Helotes, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mackenzie Anderson, and my date of birth is 04/09/1999.

My address is 11844 Bandera Rd. #429, Helotes, TX, 78023, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 29 day of July, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**



SIGNATURE

“must be authorized to execute on behalf of company”

07/22/2025

DATE

Mackenzie Anderson

Typewritten or Printed Name

CEO

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section [552.301](#):

(1) a request for an attorney general's decision under Section [552.301](#)(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section [552.301](#)(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section [552.301](#)(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section [552.301](#)(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section [552.302](#) does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections [552.301](#)(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section [552.301](#) regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section [552.371](#) must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374](#)(c) applies, a bid for a contract described by Section [552.371](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section [552.371](#) shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section [552.374](#)(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section [552.371](#) if:

(1) the governmental body provides notice under Section [552.373](#) to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section [552.373](#);

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. [943](#)), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

SA Benefit Services, a Division of Afore
Insurance Services, LLC

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Mackenzie Anderson

PRINTED NAME

CEO

TITLE

07/22/2025

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Mackenzie Anderson

Title: CEO

Email Address: manderson@sabenefitservices.com

Phone Number: 210-996-2190

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

SA Benefit Services, a division of Afore Insurance Services, LLC.
Company Name

11844 Bandera Rd. #429
Address

Helotes
City

Texas
State

78023
Zip Code

A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount of percentage? \$_____ or _____%

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Afore Insurance Services, LLC	
	2 Business name/disregarded entity name, if different from above. SA Benefit Services, a Division of Afore Insurance Services, LLC	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 160 Chapel Road #101	
6 City, state, and ZIP code Manchester, CT 06042		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
9	2	-	1	0	9	3	6	4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Tera DiPace*

Date **10/3/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

BRAZORIA COUNTY VENDOR DATA SHEET

☐ New Vendor ☐ Business Name Change ☐ Address Change ☒ Tax Info Change (W-9) ☒ Other

VENDOR NAME SA Benefit Services, a division of Afore Insurance Services, LLC.

COMPLETED BY: Mackenzie Anderson DATE FORM COMPLETED: October 7, 2025

SAM.GOV: VENDOR D & B DUNS NUMBER: 119048290 CAGE CODE: _____

Is vendor incorporated? ☐ Yes ☒ No; If incorporated: How incorporated: _____ Where incorporated: _____

Has Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____

FORMER NAME: _____

<u>11844 Bandera Rd. #429</u>	<u>Helotes</u>	<u>TX 78023</u>
PHYSICAL STREET ADDRESS (Cannot be P.O. Box)	CITY	STATE / ZIP

Not Applicable		()
PRIMARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #

SIGNATURE OF ABOVE INDIVIDUAL _____ EMAIL ADDRESS _____

Not Applicable		()
SECONDARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #

SIGNATURE OF ABOVE INDIVIDUAL	EMAIL ADDRESS
<u>www.sabenefitservices.com</u>	
WEBSITE ADDRESS	

REMITTANCE INFORMATION

REMIT TO NAME (If different from above)

Not Applicable		
REMIT TO ADDRESS	CITY	STATE / ZIP

CONTACT PERSON/TITLE	TELEPHONE #	FACSIMILE #
----------------------	-------------	-------------

EMAIL ADDRESS _____

Is this the only remit address you have? ☐ Yes ☐ No

If no, please provide information:

PLEASE COMPLETE THE W-9 FORM & RETURN IT WITH THE VENDOR DATA SHEET
(NOTE: 1099 FORMS WILL BE SENT TO THE ADDRESS ON THE W-9)

ORIGINAL

Proposal for

Brazoria County

**Request For Proposal – #25-62
Stop Loss Insurance Coverage
(Stop Loss Proposal ONLY)**

Date

July 29, 2025

Proposed by



SA Benefit Services
11844 Bandera Rd #429
Helotes, TX 78023
Business Phone: (210) 996-2190
www.sabenefitservices.com
Email: manderson@sabenefitservices.com



July 29, 2025

Brazoria County
Susan Serrano - Purchasing Director
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Reference: Request For Proposal – #25-62 Stop Loss Insurance Coverage

To Whom it May Concern,

SA Benefit Services formally submits proposals for consideration in the selection process for the Request For Proposal – #25-62 Stop Loss Insurance Coverage.

SA Benefit Services understands and accepts the proposal specifications, requirements, and terms and conditions and has a commitment to provide the services required by the group. The addendums have been reviewed and accepted. The required documents as noted in the RFP have been included in the proposal.

Our proposal is FIRM and bindable through end of business August 8th, 2025. If a decision is made after our FIRM offer has expired the offer presented within will no longer be valid and we will require updated reporting ran through July 31, 2025 to firm up rates, factors and determine laser liability.

SA Benefit Services has provided stop loss quotes for a 24/12 contract term for specific on \$250,000, \$275,000, \$300,000 & \$350,000 deductibles using Aetna as the network.

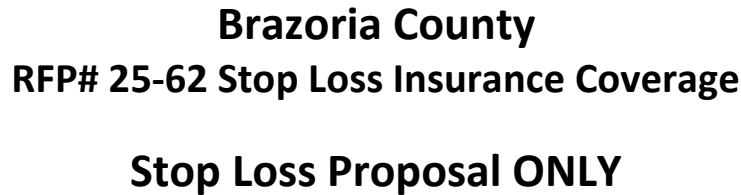
If the RFP is for TPA/ASO services and a final decision on TPA/ASO has not been made, we can quote a different TPA/ASO should it be different than what is currently quoted in this stop loss proposal.

SA Benefit Services is a licensed agency. With over 30 years, combined experience. Our firm specializes specifically in medical stop loss. Our staff has a proven record of accomplishment while working with municipalities, school districts, and other large and small groups in placing and management of stop loss policies.

SA Benefit Services provides stop loss claim filing if a claim should arise during the plan year and monthly report monitoring and submission, which is all included in the rates quoted in the attached proposal package.

Thank you,


Mackenzie Anderson, CEO
SA Benefit Services



- Pricing Proposal
- Company Summary and Scope of Work Overview
- Vendor Response to Evaluation Criteria
- Signed Addendums 1, 2 & 3
- SA Benefit Services Proposal
 - PartnerRe Contingences and Sample Application/Policy



Exhibit A

Required Documents

- Respondent Certification Form
- Bidder/Respondent's Affirmation & SDCs/Blocked Persons Affirmation
- Certification Regarding Lobbying Form
- Exceptions To Standard Terms & Conditions & Special Requirements
- Non-Collusion Affidavit
- Conflict of Interest Questionnaire – Form CIQ
- Form 1295 Certificate
- Texas Government Code 552, Subchapter J Acknowledgement Form
- Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form
- Authorized Negotiator
- Resident/Non-Resident Bidder Provisions
- Vendor Data Sheet & W-9 Form

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

SA Benefit Services, a Division of Afore Insurance Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

92-1093640

FEDERAL I.D. # (Company or Corporation)

119048290

DUN & BRADSTREET D-U-N-S NUMBER

210-996-2190

TELEPHONE NUMBER

N/A

FACSIMILE NUMBER

Mackenzie Anderson

CONTACT PERSON

CEO

TITLE

11844 Bandera Rd #429

COMPLETE MAILING ADDRESS

Helotes, Texas

CITY & STATE

78023

ZIP CODE

11844 Bandera Rd #429

COMPLETE STREET ADDRESS

Helotes, Texas

CITY & STATE

78023

ZIP CODE

manderson@sabenfitservices.com

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.



SIGNATURE

"must be authorized to execute on behalf of company"

07/22/2025

DATE

Mackenzie Anderson

Typewritten or Printed Name

CEO

Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and 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.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No. 19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Is not excluded from doing business at the federal level.

☒ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name SA Benefit Services, a Division of Afore Insurance Services, LLC

Signature of Company Official

Authorizing the Bid/Offer



Date 07/22/2025

Company Official

(Printed Name) Mackenzie Anderson

Official's Position CEO

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Mackenzie Anderson, CEO

Typed Name and Title

SA Benefit Services, a Division of Afore Insurance Services, LLC

Applicant / Organization

07/22/2025

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <u>N/A</u>	Status of Federal Action: a. bid/offer/application b. initial award c. post-award <u>N/A</u>	Report Type: a. initial filing b. material change <u>N/A</u>
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: N/A Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency: N/A		7. Federal Program Name/Description: CFDA Number, if applicable: <u>N/A</u>
Federal Action Number, if known: N/A		9. Award Amount, if known: \$ <u>N/A</u>
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: Mackenzie Anderson Title: CEO Telephone No.: 210-996-2190 Date: 07/22/2025
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

 x Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER _____

Before me, the undersigned authority, on this day personally appeared Mackenzie Anderson
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
SA Benefit Services, a
division of Above Insurance ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has
Services, LLC.
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.



Name

Mackenzie Anderson

Title

CEO

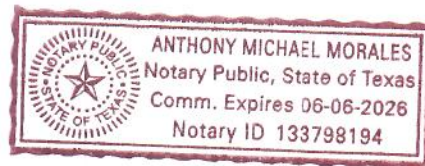
SWORN TO AND SUBSCRIBED BEFORE ME by the said Mackenzie Anderson, this 29th day of
July, 20 25, to certify which witness my hand and seal of office.

Anthony Michael Morales
NOTARY PUBLIC in and for

State of Texas

Printed Name: Anthony Michael Morales

My Commission Expires: 06/06/2026



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

SA Benefit Services, a division of Afore Insurance Services, LLC.

- 2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

07/22/2025
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SA Benefit Services, a division of Afore Insurance Services, LLC.
Helotes, TX United States

Certificate Number:
2025-1340808

Date Filed:
07/23/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #25-62
Stop Loss Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Mackenzie	Helotes, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mackenzie Anderson, and my date of birth is 04/09/1999.

My address is 11844 Bandera Rd. #429, Helotes, TX, 78023, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 29 day of July, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**



SIGNATURE

“must be authorized to execute on behalf of company”

07/22/2025

DATE

Mackenzie Anderson

Typewritten or Printed Name

CEO

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section [552.301](#):

(1) a request for an attorney general's decision under Section [552.301](#)(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section [552.301](#)(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section [552.301](#)(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section [552.301](#)(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section [552.302](#) does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections [552.301](#)(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section [552.301](#) regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section [552.371](#) must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374](#)(c) applies, a bid for a contract described by Section [552.371](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section [552.371](#) shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section [552.374](#)(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section [552.371](#) if:

(1) the governmental body provides notice under Section [552.373](#) to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section [552.373](#);

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. [943](#)), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

SA Benefit Services, a Division of Afore
Insurance Services, LLC

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Mackenzie Anderson

PRINTED NAME

CEO

TITLE

07/22/2025

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Mackenzie Anderson

Title: CEO

Email Address: manderson@sabenefitservices.com

Phone Number: 210-996-2190

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

SA Benefit Services, a division of Afore Insurance Services, LLC.
Company Name

11844 Bandera Rd. #429
Address

Helotes
City

Texas
State

78023
Zip Code

A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount of percentage? \$_____ or _____%

BRAZORIA COUNTY
VENDOR DATA SHEET

☐ New Vendor ☐ Business Name Change ☐ Address Change ☐ Tax Info Change (W-9) ☐ Other

VENDOR NAME SA Benefit Services, a Division of Afore Insurance Services, LLC

COMPLETED BY: Mackenzie Anderson DATE FORM COMPLETED: 07/22/2025

SAM.GOV: VENDOR D & B DUNS NUMBER: 119048290 CAGE CODE: _____

Is vendor incorporated? ☐ Yes ☒ No; If incorporated: How incorporated: _____ Where incorporated: _____

Has Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____

FORMER NAME: _____

<u>11844 Bandera Rd #429</u> PHYSICAL STREET ADDRESS (Cannot be P.O. Box)	<u>Helotes</u> CITY	<u>Texas 78023</u> STATE / ZIP
--	------------------------	-----------------------------------

<u>Mackenzie Anderson</u> PRIMARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	<u>CEO</u> TITLE	<u>(210) 996-2190</u> TELEPHONE #
--	---------------------	--------------------------------------

 SIGNATURE OF ABOVE INDIVIDUAL	_____ EMAIL ADDRESS	
---	------------------------	--

_____ SECONDARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	_____ TITLE	() TELEPHONE #
--	----------------	-----------------------

_____ SIGNATURE OF ABOVE INDIVIDUAL	_____ EMAIL ADDRESS	
<u>www.sabenefitservices.com</u> WEBSITE ADDRESS		

REMITTANCE INFORMATION

REMIT TO NAME (If different from above) _____

_____ REMIT TO ADDRESS	_____ CITY	_____ STATE / ZIP
---------------------------	---------------	----------------------

_____ CONTACT PERSON/TITLE	_____ TELEPHONE #	_____ FACSIMILE #
-------------------------------	----------------------	----------------------

_____ EMAIL ADDRESS	Is this the only remit address you have? If no, please provide information:	☐ Yes ☐ No
------------------------	--	--

PLEASE COMPLETE THE W-9 FORM & RETURN IT WITH THE VENDOR DATA SHEET
(NOTE: 1099 FORMS WILL BE SENT TO THE ADDRESS ON THE W-9)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Afore Insurance Services, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 160 Chapel Road #101 6 City, state, and ZIP code Manchester CT 06042 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	2		-	1	0	9	3	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Carla J McFarland</i>	Date 3/25/2024
------------------	---	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Exhibit B

Vendors Response

- Pricing Proposal
- Company Summary and Scope of Work Overview
- Vendor Response to Evaluation Criteria
- Signed Addendums 1, 2 & 3
- SA Benefit Services Proposal
 - o PartnerRe Contingences and Sample Application/Policy

VENDOR TO INSERT RESPONSE HERE (Include the information below in the specified order)

- **Statement of Work** (*1 page maximum*)
 - Include how it is to be accomplished
 - Include detailed information about coverage
- **Work Schedule** (*1 page maximum*)
 - Include milestones and target implementation dates
- **Stop Loss Questionnaire** (*3 pages maximum*)

Please refer to our company summary and scope of work overview.

Please refer to our company summary and scope of work overview.

2.1.1 Stop Loss Questionnaire

1. Insurance Company Information

- a) Full Legal Name of Insurance Company: PartnerRe Life Reinsurance of America
 Corporate Address: Two Bridge Ave, Suite 111, Red Bank, New Jersey 07701
 Primary Contact (Name, Email, and Phone Number): Mackenzie Anderson (323)419-2841
 Name of Submitting Insurance Agency (if applicable): manderson@sabeneftservices.com
 SA Benefit Services, a division of Afore Insurance Services, LLC.

2. Financial Stability

- a) Please provide the current AM Best Rating of the insurance company: A-

3. References - List three (3) client references located in Texas, preferably governmental entities or counties

Name of Client	Contact Person	Phone Number	Phone Number	# Employees
City of Big Spring	Stacie King	432-264-2347	sking@mybigspring.com	213
City of Del Rio	Lorinda Castillo	830-774-8500	lcastillo@cityofdelrio.com	452
City of Huntsville	Brian Beasley	936-291-5436	bbeasley@huntsvilletx.gov	289

4. Proposal Origination

- a) Is this proposal issued by a Managing General Underwriter (MGU) or directly by a carrier (Direct Writer)? PartnerRe is a direct writer.
- b) If issued through a MGU, please provide the name of the MGU: N/A
- c) Does the MGU administer claims internally or utilize an external vendor? N/A
- d) At what dollar threshold does the MGU assume risk before claims require approval from the stop loss carrier? N/A

5. Firmness of Proposal

- a) Is the current proposal firm and bindable? If yes, please specify the expiration date of the firm offer.

Yes, our proposal included within our response to the Brazoria County RFP#25-62 is firm and final through end of business August 8, 2025.

- b) If the proposal is not firm, what additional claims data is required to finalize the offer, and through what claims period (month/year) can a firm quote be provided? N/A

6. Plan Mirroring

- a) Does your proposal include plan mirroring provisions? Plan Mirroring is included.
- b) If not included, can plan mirroring be provided at no additional cost upon receipt of the full plan document and schedule of benefits? N/A
- c)

7. Sample Stop Loss Policy and Application

- a) Please attach a sample stop loss policy issued in the State of Texas for the carrier referenced in your proposal. Included.

8. Compensation Disclosure

- a) Does your proposal exclude all fees and commissions (e.g., overrides, bonuses, service fees, etc.)? Our proposal includes a 6% override paid to SABS by PartnerRe. Notated within our firm proposal you will see the disclosure of all override agreements.
- b) If any compensation is included or payable as a result of this policy, please disclose the dollar amount, recipient, and the purpose of the fee(s). Commissions are not currently included within our submission.

- **Additional Company Information** (*1 page maximum*)

- Include any other additional information that will provide further insight as to your company's qualifications in providing consultant services

Please refer to our company summary and scope of work overview.



Company Summary and Scope of Work Overview

SA Benefit Services was formed in 2011 as a stop loss general agency. Our executives have over 30 years stop loss experience working with self-funded groups throughout the United States.

SA Benefit Services has a strong presence in the municipalities and school district markets throughout the United States in placing and managing their stop loss policy.

Our agency markets the stop loss to various top rated stop loss carriers with an A or better AM Best Rating. We have vetted the stop loss carriers to assure our clients are placed with top stop loss carriers in the industry. SA Benefit Services markets the stop loss, coordinates best and final phase to smoothly bind coverage. Implementation of the stop loss plan, stop loss monthly reporting and claim filings are all managed by our staff at SA Benefit Services in coordination with the client, administrators and stop loss carrier.

Brazoria County will have an implementation manager at SA Benefit Services that will handle all questions and document coordination during the implementation phase. Upon policy implementation SA Benefit Services will work with your administrator on the management of the monthly reporting and stop loss claims with the stop loss carrier placed.

SA Benefit Services division has three employees located in Texas.

The following employees will service Brazoria County:

Mackenzie Anderson CEO –New and Renewal business, implementation management, monthly reporting and claims. Ten years of stop loss experience of which all has been at SA Benefit Services

Baylee Riddles Proposal and Implementation Specialist–New and Renewal marketing specialist and implementation management.

Cyrena Wills Stop Loss Claims Specialist – Monthly reporting and claims.

SA Benefit Services will provide a high-quality reinsurance stop loss protection through the stop loss carrier for your group health and prescription drug program.

The county will receive their stop loss application soon after the firm proposal is signed. Once the final plan documents for the plan year 2025-2026 are provided by the county along with final 2024-2025 plan year reporting the stop loss policy will be issued. Issuance of the stop loss policy will depend on the timing of the plan documents and final reporting being provided.

HIPAA legislation and Private Health Information are very important to SA Benefit Services and our stoploss carrier partners. We use a secure encrypted email system to transmit any Private Health information. We do not have a specific privacy official on staff.

SA Benefit Services agrees to work in partnership with the stop loss carrier placed and the group administrator(s) for medical and prescription drug plans to provide notification of large claimants and timely reimbursements of claims above the specific deductible.

Available as soon as 180 days prior to the renewal of the cities stop loss contract, and upon receipt of updated census, an initial proposal will be issued to the county. This renewal will outline the initial stop loss renewal terms, price, and contingencies of which will be firmed up upon additional information as the effective date approaches closer. Firm proposals will be for a one-year term with an option to renew annually which can only be canceled by the insurer or administrator for nonpayment of premium or if sufficient funds are not appropriated by the governing bodies.

The county will be given a stop loss carrier and SA Benefit Services contact dedicated to quality control, resolving problems, and expediting services for overall performance of the contract.

The county will receive SA Benefit Services reporting that tracks the cities stop loss both specific and aggregate coverage.

SA Benefit Services

- **SA Benefit Services specializes** Over 30 years of experience with extensive focus on Stop Loss, provides each of our clients a unique value proposition. Whether the client is currently Self-Funded or seeking Self-Funding we have solutions. We truly are a “Single Source Solution” when it comes to stop loss in providing our clients with a Competitive Edge through Proven Performance approach.
- **Making a difference for our clients** by delivering the latest in solutions that generate quantifiable results. We understand the diverse needs of each client and are committed to delivering flexible and elite service to every client.
- **Trusted Carrier Partnerships:** At SABS, we have established relationships with our Stop Loss Carrier Partners, many of which, go back more than 15 years. We provide access to top stop loss carriers in the marketplace.

CLIENT TESTIMONIAL

“Working with SA Benefit Services is a seamless process – we feel secure and well taken care of!”

I can’t believe how easy learning the process of Stop Loss coverage could be. In today’s busy schedule it’s nice to have a company that takes time to help and explain the process to all levels of management.

SA Benefit Services has always delivered accurate, fast, and courteous responses to any and all requests we have had since starting with them in 2014!” - Benefits Administrator, County Government, Texas.

“We would not have been able to move from fully insured without the competitive options that SA Benefit Services has provided. They have managed our stop loss plan like no other company ever has. Stephanie and her teams experience and willingness to be there for us at the drop of a hat is untouchable.” – Texas School District

**We encourage you to visit our website at
www.sabenefitservices.com**

**PROVIDING “A SINGLE SOURCE
SOLUTION” FOR ALL YOUR STOP
LOSS NEEDS**

**Our emphasis is working with public
and private sector clients in a
transparent work environment!**



- ✓ Renewal Review and Analysis
- ✓ In-Person or Video Conference Quarterly and/or Mid-year Review
- ✓ RFP Development and Management
- ✓ Renewal Marketing and Negotiations
- ✓ Stop Loss Quote Analysis and Recommendations
- ✓ Non-Disclosure Agreement Process
- ✓ Policy Implementation
- ✓ Client/Broker Education
- ✓ Stop Loss Policy “vs” Plan Document Review and Analysis
- ✓ Stop Loss Policy Language Negotiations
- ✓ Access to Robust and seamless longitudinal data integration and analytics from macro to micro level
- ✓ Monthly Reporting and Claim Filing Services
- ✓ Stop Loss Audits
- ✓ Back Office Stop Loss Services for Third Party Administrators and Brokers

Our current Self-Funded clients include:

- Municipalities
- Hospital Districts
- School Districts
- Private Sector Employers

Mackenzie Anderson, BBA
CEO, SA Benefit Services Division
manderson@sabenefitservices.com
Direct: 323-419-2841

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

 x Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

VENDOR TO INSERT EXCEPTIONS HERE

BRAZORIA COUNTY ADDENDUM NUMBER 1_____

RFP #25-62 STOP LOSS INSURANCE COVERAGE

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP #25-62 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: Can you please advise who the current consultant is for Brazoria County's stop loss?
Brazoria County Answer: S&A Chtata Enterprises, LLC dba Overt Stop Loss; Helotes, Texas 78023
No questions shall be directed to the consultant regarding this RFP. Any contact with the consultant may disqualify vendor submittal. All questions must be sent according to the instructions in the RFP document.
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

SA Benefit Services, a Division of Afore Insurance Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

210-996-2190

TELEPHONE NUMBER

N/A

FACSIMILE NUMBER



SIGNATURE

Mackenzie Anderson, CEO

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

06/12/2025

Date

BRAZORIA COUNTY ADDENDUM NUMBER 2

RFP #25-62 STOP LOSS INSURANCE COVERAGE

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP #25-62 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: Can you please advise on Brazoria County's current percentage of police and fire?
Brazoria County Answer: 23.3%
 - 2.2 Vendor Question: Would it be possible to provide the census in Excel format?
Brazoria County Answer: Posted as Attachment D – Census - June 2025 – Excel
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

SA Benefit Services, a Division of Afore Insurance Services, LLC
LEGAL NAME OF CONTRACTING COMPANY

210-996-2190
TELEPHONE NUMBER

N/A
FACSIMILE NUMBER


SIGNATURE

Mackenzie Anderson CEO
NAME AND TITLE PRINTED

*Addendum approved by:


Susan P. Serrano, CPPO, CPPB
County Purchasing Director

06/13/2025
Date

BRAZORIA COUNTY ADDENDUM NUMBER 3

RFP #25-62 STOP LOSS INSURANCE COVERAGE

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP #25-62 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following documents have been updated and released in Bonfire:
 - Brazoria County No PHI Large Claimant Details
 - LCR-125K 10_24 thru 6_25
 - Aggregate Report 24-25 June

Proposals are due no later than July 29, 2025 at 11 am CST; no extensions will be granted.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

SA Benefit Services, a Division of Afore Insurance Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

210-996-2190

TELEPHONE NUMBER



SIGNATURE

N/A

FACSIMILE NUMBER

Mackenzie Anderson CEO

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

07/22/2025

Date



Firm Stop Loss Proposal

Brazoria County

RFP #25-62

Stop Loss Insurance Coverage

(Stop Loss Proposal ONLY)



SA
BENEFIT
SERVICES

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Plan Sponsor: Brazoria County
Effective: 10/01/2025

Stop Loss Terms	Current	Renewal	Option 2	Option 3
MGU (If MGU not identified then a direct carrier)				
Stop Loss Carrier	PartnerRe	PartnerRe	PartnerRe	PartnerRe
Network	Aetna	Aetna	Aetna	Aetna
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$250,000	\$250,000	\$275,000	\$300,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Terminal Liability Provision	No	No	No	No
Renewal Rate Cap (No New Laser)	NNLRC - 50%	NNLRC - 50%	NNLRC - 50%	NNLRC - 50%
Plan Mirroring Coordination approved	Yes	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	No	No	No	No
Aggregate Terms				
Annual Maximum	\$1,000,000	1,000,000	1,000,000	1,000,000
Deductible Corridor	120%	120%	120%	120%
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	N/A	\$3,888,219	\$3,924,977	\$3,954,507
Stop Loss Premium (Fixed)				
Specific Composite 1,478	\$90.55	\$136.17	\$121.80	\$107.68
Annual Specific Premium	\$1,605,995	\$2,415,111	\$2,160,245	\$1,909,812
Aggregate Premium 1,478	\$2.43	\$2.43	\$2.58	\$2.73
Annual Aggregate Premium	\$43,098	\$43,098	\$45,759	\$48,419
Total Annual Premium	\$1,649,093	\$2,458,210	\$2,206,004	\$1,958,232
% Increase		49.06%	33.77%	18.75%
Annual Fixed Cost	\$1,649,093	\$ 2,458,209.60	\$ 2,206,003.68	\$ 1,958,231.76
Aggregate Claim Liability				
Composite 1,478	\$1,535.98	\$1,753.82	\$1,770.40	\$1,783.72
Maximum Claim Liability	\$27,242,141	\$31,105,752	\$31,399,814	\$31,636,058
% Increase		14.18%	15.26%	16.13%
Fixed Cost and Maximum Claim Liability	\$28,891,235	\$33,563,961	\$33,605,818	\$33,594,290
% Increase		16.17%	16.32%	16.28%
Laser Contingencies				
Individual- PREBRA 1025-01	\$400,000	\$400,000	\$400,000	\$400,000
Individual- PREBRA 1025-02	-	-	-	-
Quote Status	-	FIRM	FIRM	FIRM
Firm Thru	-	August 8, 2025	August 8, 2025	August 8, 2025
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	6%	6%	6%	6%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				



SA
BENEFIT
SERVICES

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Plan Sponsor: Brazoria County
Effective: 10/01/2025

Stop Loss Terms	Current	Option 4	Option 5	Option 6
MGU (If MGU not identified then a direct carrier)				
Stop Loss Carrier	PartnerRe	PartnerRe	PartnerRe	PartnerRe
Network	Aetna	Aetna	Aetna	Aetna
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$250,000	\$350,000	\$250,000	\$275,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Terminal Liability Provision	No	No	No	No
Renewal Rate Cap (No New Laser)	NNLRC - 50%	NNLRC - 50%	NNLRC - 50%	NNLRC - 50%
Plan Mirroring Coordination approved	Yes	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	No	No	No	No
Aggregate Terms				
Annual Maximum	\$1,000,000	1,000,000	1,000,000	1,000,000
Deductible Corridor	120%	120%	120%	120%
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	N/A	\$4,006,695	\$3,888,219	\$3,924,977
Stop Loss Premium (Fixed)				
Specific Composite 1,478	\$90.55	\$87.45	\$114.58	\$99.77
Annual Specific Premium	\$1,605,995	\$1,551,013	\$2,032,191	\$1,769,521
Aggregate Premium 1,478	\$2.43	\$3.20	\$2.43	\$2.58
Annual Aggregate Premium	\$43,098	\$56,755	\$43,098	\$45,759
Total Annual Premium	\$1,649,093	\$1,607,768	\$2,075,289	\$1,815,280
% Increase		-2.51%	25.84%	10.08%
Annual Fixed Cost	\$1,649,093	\$ 1,607,768.40	\$ 2,075,289.36	\$ 1,815,279.60
Aggregate Claim Liability				
Composite 1,478	\$1,535.98	\$1,807.26	\$1,753.82	\$1,770.40
Maximum Claim Liability	\$27,242,141	\$32,053,563	\$31,105,752	\$31,399,814
% Increase		17.66%	14.18%	15.26%
Fixed Cost and Maximum Claim Liability	\$28,891,235	\$33,661,332	\$33,181,041	\$33,215,094
% Increase		16.51%	14.85%	14.97%
Laser Contingencies				
Individual- PREBRA 1025-01	\$400,000	\$400,000	\$400,000	\$400,000
Individual- PREBRA 1025-02	-	-	\$900,000	\$900,000
Quote Status	-	FIRM	FIRM	FIRM
Firm Thru	-	August 8, 2025	August 8, 2025	August 8, 2025
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	6%	6%	6%	6%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				



SA
BENEFIT
SERVICES

Plan Sponsor: Brazoria County
Effective: 10/01/2025

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Stop Loss Terms	Current	Option 7	Option 8
MGU (If MGU not identified then a direct carrier)			
Stop Loss Carrier	PartnerRe	PartnerRe	PartnerRe
Network	Aetna	Aetna	Aetna
Months in Contract	12	12	12
Specific Terms			
Specific Deductible	\$250,000	\$300,000	\$350,000
Aggregating Specific Deductible	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited
Contract	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A	N/A
Terminal Liability Provision	No	No	No
Renewal Rate Cap (No New Laser)	NNLRC - 50%	NNLRC - 50%	NNLRC - 50%
Plan Mirroring Coordination approved	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes
Transplants Carved Out	No	No	No
Aggregate Terms			
Annual Maximum	\$1,000,000	1,000,000	1,000,000
Deductible Corridor	120%	120%	120%
Contract	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No	No
Terminal Liability Provision Quoted	No	No	No
Run-In / Run-Out Limit	N/A	\$3,954,507	\$4,006,695
Stop Loss Premium (Fixed)			
Specific Composite 1,478	\$90.55	\$86.12	\$67.36
Annual Specific Premium	\$1,605,995	\$1,527,424	\$1,194,697
Aggregate Premium 1,478	\$2.43	\$2.73	\$3.20
Annual Aggregate Premium	\$43,098	\$48,419	\$56,755
Total Annual Premium	\$1,649,093	\$1,575,844	\$1,251,452
% Increase		-4.44%	-24.11%
Annual Fixed Cost	\$1,649,093	\$ 1,575,843.60	\$ 1,251,452.16
Aggregate Claim Liability			
Composite 1,478	\$1,535.98	\$1,783.72	\$1,807.26
Maximum Claim Liability	\$27,242,141	\$31,636,058	\$32,053,563
% Increase		16.13%	17.66%
Fixed Cost and Maximum Claim Liability	\$28,891,235	\$33,211,902	\$33,305,016
% Increase		14.95%	15.28%
Laser Contingencies			
Individual- PREBRA 1025-01	\$400,000	\$400,000	\$400,000
Individual- PREBRA 1025-02	-	\$900,000	\$900,000
Quote Status	-	FIRM	FIRM
Firm Thru	-	August 8, 2025	August 8, 2025
Service Fee / Broker Commission (included in the rates)			
Service Fee - Paid to SA Benefit Services	6%	6%	6%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.			



SA
BENEFIT
SERVICES

Plan Sponsor: Brazoria County
Effective: 10/01/2025

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Stop Loss Terms	Current
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MGU (If MGU not identified then a direct carrier)

Stop Loss Carrier	PartnerRe
Network	Aetna
Months in Contract	12

Specific Terms

Specific Deductible	\$250,000
Aggregating Specific Deductible	N/A
Maximum Coverage Limit	Unlimited
Contract	24/12
Coverages	Med, Rx
Run-In / Run-Out Limit	N/A
Terminal Liability Provision	No
Renewal Rate Cap (No New Laser)	NNLRC - 50%
Plan Mirroring Coordination approved	Yes
Advance Funding	Yes
Transplants Carved Out	No

Aggregate Terms

Annual Maximum	\$1,000,000
Deductible Corridor	120%
Contract	24/12
Coverages	Med, Rx
Aggregate Accomodation Quoted	No
Terminal Liability Provision Quoted	No
Run-In / Run-Out Limit	N/A

Stop Loss Premium (Fixed)

Specific Composite	1,478	\$90.55
Annual Specific Premium		\$1,605,995
Aggregate Premium	1,478	\$2.43
Annual Aggregate Premium		\$43,098
Total Annual Premium		\$1,649,093
% Increase		

Annual Fixed Cost	\$1,649,093
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Aggregate Claim Liability

Composite	1,478	\$1,535.98
Maximum Claim Liability		\$27,242,141
% Increase		

Fixed Cost and Maximum Claim Liability	\$28,891,235
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% Increase

Laser Contingencies

Individual- PREBRA 1025-01	\$400,000
Individual- PREBRA 1025-02	-

Quote Status	-
Firm Thru	-

Service Fee / Broker Commission (included in the rates)

Service Fee - Paid to SA Benefit Services	6%
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Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.

Financial Quote

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Annual Specific Deductible per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Except for				
PREBRA 1025-01		\$ 400,000	\$ 400,000	\$ 400,000
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Retiree Coverage		All Retirees Covered	All Retirees Covered	All Retirees Covered
Specific Lifetime Maximum		Unlimited	Unlimited	Unlimited
Specific Annual Maximum		Unlimited	Unlimited	Unlimited
Quoted Rate(s) Per Month		Enrollment		
Composite	1,478	\$ 136.17	\$ 121.80	\$ 107.68
Estimated Annual Premium		\$ 2,415,111	\$ 2,160,245	\$ 1,909,812
Commission %		0.00 %	0.00 %	0.00 %
Additional Options				
No New Laser with Rate Cap		50.00%	50.00%	50.00%
Plan Mirroring		Included	Included	Included
Specific Advancement		Included	Included	Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Aggregate Deductible %		120%	120%	120%
Loss Limit per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Maximum Aggregate Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Reimbursement Percentage		100%	100%	100%
Quoted Rate(s) per Month	Enrollment			
Composite	1,478	\$ 2.43	\$ 2.58	\$ 2.73
Estimated Annual Premium		\$ 43,098	\$ 45,759	\$ 48,419
Commission %		0.00 %	0.00 %	0.00 %
Aggregate Run-In Limit		\$ 3,888,219	\$ 3,924,977	\$ 3,954,507
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	1,478	\$ 1,753.82	\$ 1,770.40	\$ 1,783.72
Composite	1,478	\$ 1,753.82	\$ 1,770.40	\$ 1,783.72
Estimated Annual Aggregate Deductible		\$ 31,105,752	\$ 31,399,814	\$ 31,636,058
Minimum Annual Aggregate Deductible		\$ 31,105,752	\$ 31,399,814	\$ 31,636,058

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 4
Annual Specific Deductible per Individual		\$ 350,000
Except for		
PREBRA 1025-01		\$ 400,000
Plan Benefits Included		Medical, Rx Card
Coverage Period		24/12
Retiree Coverage		All Retirees Covered
Specific Lifetime Maximum		Unlimited
Specific Annual Maximum		Unlimited
Quoted Rate(s) Per Month		Enrollment
Composite	1,478	\$ 87.45
Estimated Annual Premium		\$ 1,551,013
Commission %		0.00 %
Additional Options		
No New Laser with Rate Cap		50.00%
Plan Mirroring		Included
Specific Advancement		Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 4
Plan Benefits Included		Medical, Rx Card
Coverage Period		24/12
Aggregate Deductible %		120%
Loss Limit per Individual		\$ 350,000
Maximum Aggregate Reimbursement		\$ 1,000,000
Reimbursement Percentage		100%
Quoted Rate(s) per Month	Enrollment	
Composite	1,478	\$ 3.20
Estimated Annual Premium		\$ 56,755
Commission %		0.00 %
Aggregate Run-In Limit		\$ 4,006,695
Monthly Aggregate Claim Factors	Enrollment	
Medical, Rx Card		
Composite	1,478	\$ 1,807.26
Composite	1,478	\$ 1,807.26
Estimated Annual Aggregate Deductible		\$ 32,053,563
Minimum Annual Aggregate Deductible		\$ 32,053,563

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

1. This quote is firm through 8/8/2025 and subject to the completion and signature of the Application.
2. For inclusion of prescription drug (Rx) coverage under the Specific and/or Aggregate coverage(s) when there is a separate PBM, PartnerRe requires written documentation for underwriting purposes that all Rx experience reports have been received. Otherwise, Rx will not be a covered expense under the Stop Loss Policy. PartnerRe is not responsible for aggregating medical and Rx claims data during quotation or Policy coverage periods.
3. All claim reporting submitted from the selected Administrator should be provided to PartnerRe in a sortable Microsoft Excel format throughout the Policy and Proof of Loss Periods. Failure to do so could result in a delay of claim reimbursements.
4. Actively at Work is waived with receipt and acceptance of the PartnerRe Claim Disclosure Statement.
5. This quotation assumes that the Agent/Broker is operating under the appropriate license in which the risk is domiciled. The Agent/Broker license and appointment with PartnerRe will be required prior to binding coverage.
6. The statements herein may vary from the final Policy wording. The final Policy wording along with the Excess Loss Insurance Application and Claims Disclosure Statement shall govern over any inconsistency with the wording herein.
7. This quotation is subject to the verification and approval of the Policyholder by PartnerRe through the economic and trade sanction watch lists enforced by the Office of Foreign Assets and Control (OFAC).
8. Current copies of the Plan Document, all Amendments and Restatements of the Plan Document and proposed changes are required to be submitted and approved by PartnerRe prior to binding coverage.
9. The Plan Mirroring provision has been quoted. A review of the Plan Document will be required prior to approval.
10. No New Laser with Rate Cap: If the Excess Loss Insurance Policy is renewed, We guarantee that Your premium rate(s) (and Aggregated Specific Deductible, if applicable), as shown on the Schedule of Insurance will not be increased more than the indicated percentage, provided that there are no Material Changes that alter the risk under the current Excess Loss Insurance Policy. See Policy Endorsement for complete details.
11. Upon renewal, We guarantee no new lasers for the options shown above in which No New Lasers at Next Renewal is Guaranteed.
12. TPA: Aetna; Network: Aetna

OPTIONS SUMMARY

PROPOSAL ACCEPTANCE PROCEDURES

Please check next to the selected proposal option:

Option		Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium	Option		Aggregate Contract	Total Aggregate Premium	Attachment Point
☐	1	\$ 250,000	24/12	\$ 0	\$ 2,415,111	☐	1	24/12	\$ 43,098	\$ 31,105,752
☐	2	\$ 275,000	24/12	\$ 0	\$ 2,160,245	☐	2	24/12	\$ 45,759	\$ 31,399,814
☐	3	\$ 300,000	24/12	\$ 0	\$ 1,909,812	☐	3	24/12	\$ 48,419	\$ 31,636,058
☐	4	\$ 350,000	24/12	\$ 0	\$ 1,551,013	☐	4	24/12	\$ 56,755	\$ 32,053,563

Financial Quote

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Annual Specific Deductible per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Except for				
PREBRA 1025-01		\$ 400,000	\$ 400,000	\$ 400,000
PREBRA 1025-02		\$ 900,000	\$ 900,000	\$ 900,000
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Retiree Coverage		Retirees not Covered	Retirees not Covered	Retirees not Covered
Specific Lifetime Maximum		Unlimited	Unlimited	Unlimited
Specific Annual Maximum		Unlimited	Unlimited	Unlimited
Quoted Rate(s) Per Month	Enrollment			
Composite	1,478	\$ 114.58	\$ 99.77	\$ 86.12
Estimated Annual Premium		\$ 2,032,191	\$ 1,769,521	\$ 1,527,424
Commission %		0.00 %	0.00 %	0.00 %
Additional Options				
No New Laser with Rate Cap		50.00%	50.00%	50.00%
Plan Mirroring		Included	Included	Included
Specific Advancement		Included	Included	Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Aggregate Deductible %		120%	120%	120%
Loss Limit per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Maximum Aggregate Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Reimbursement Percentage		100%	100%	100%
Quoted Rate(s) per Month	Enrollment			
Composite	1,478	\$ 2.43	\$ 2.58	\$ 2.73
Estimated Annual Premium		\$ 43,098	\$ 45,759	\$ 48,419
Commission %		0.00 %	0.00 %	0.00 %
Aggregate Run-In Limit		\$ 3,888,219	\$ 3,924,977	\$ 3,954,507
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	1,478	\$ 1,753.82	\$ 1,770.40	\$ 1,783.72
Composite	1,478	\$ 1,753.82	\$ 1,770.40	\$ 1,783.72
Estimated Annual Aggregate Deductible		\$ 31,105,752	\$ 31,399,814	\$ 31,636,058
Minimum Annual Aggregate Deductible		\$ 31,105,752	\$ 31,399,814	\$ 31,636,058

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 4
Annual Specific Deductible per Individual		\$ 350,000
Except for		
PREBRA 1025-01		\$ 400,000
PREBRA 1025-02		\$ 900,000
Plan Benefits Included		Medical, Rx Card
Coverage Period		24/12
Retiree Coverage		Retirees not Covered
Specific Lifetime Maximum		Unlimited
Specific Annual Maximum		Unlimited
Quoted Rate(s) Per Month	Enrollment	
Composite	1,478	\$ 67.36
Estimated Annual Premium		\$ 1,194,697
Commission %		0.00 %
Additional Options		
No New Laser with Rate Cap		50.00%
Plan Mirroring		Included
Specific Advancement		Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 4
Plan Benefits Included		Medical, Rx Card
Coverage Period		24/12
Aggregate Deductible %		120%
Loss Limit per Individual		\$ 350,000
Maximum Aggregate Reimbursement		\$ 1,000,000
Reimbursement Percentage		100%
Quoted Rate(s) per Month	Enrollment	
Composite	1,478	\$ 3.20
Estimated Annual Premium		\$ 56,755
Commission %		0.00 %
Aggregate Run-In Limit		\$ 4,006,695
Monthly Aggregate Claim Factors	Enrollment	
Medical, Rx Card		
Composite	1,478	\$ 1,807.26
Composite	1,478	\$ 1,807.26
Estimated Annual Aggregate Deductible		\$ 32,053,563
Minimum Annual Aggregate Deductible		\$ 32,053,563

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

1. This quote is firm through 8/8/2025 and subject to the completion and signature of the Application.
2. For inclusion of prescription drug (Rx) coverage under the Specific and/or Aggregate coverage(s) when there is a separate PBM, PartnerRe requires written documentation for underwriting purposes that all Rx experience reports have been received. Otherwise, Rx will not be a covered expense under the Stop Loss Policy. PartnerRe is not responsible for aggregating medical and Rx claims data during quotation or Policy coverage periods.
3. All claim reporting submitted from the selected Administrator should be provided to PartnerRe in a sortable Microsoft Excel format throughout the Policy and Proof of Loss Periods. Failure to do so could result in a delay of claim reimbursements.
4. Actively at Work is waived with receipt and acceptance of the PartnerRe Claim Disclosure Statement.
5. This quotation assumes that the Agent/Broker is operating under the appropriate license in which the risk is domiciled. The Agent/Broker license and appointment with PartnerRe will be required prior to binding coverage.
6. The statements herein may vary from the final Policy wording. The final Policy wording along with the Excess Loss Insurance Application and Claims Disclosure Statement shall govern over any inconsistency with the wording herein.
7. This quotation is subject to the verification and approval of the Policyholder by PartnerRe through the economic and trade sanction watch lists enforced by the Office of Foreign Assets and Control (OFAC).
8. Current copies of the Plan Document, all Amendments and Restatements of the Plan Document and proposed changes are required to be submitted and approved by PartnerRe prior to binding coverage.
9. The Plan Mirroring provision has been quoted. A review of the Plan Document will be required prior to approval.
10. No New Laser with Rate Cap: If the Excess Loss Insurance Policy is renewed, We guarantee that Your premium rate(s) (and Aggregated Specific Deductible, if applicable), as shown on the Schedule of Insurance will not be increased more than the indicated percentage, provided that there are no Material Changes that alter the risk under the current Excess Loss Insurance Policy. See Policy Endorsement for complete details.
11. Upon renewal, We guarantee no new lasers for the options shown above in which No New Lasers at Next Renewal is Guaranteed.
12. TPA: Aetna; Network: Aetna

OPTIONS SUMMARY

PROPOSAL ACCEPTANCE PROCEDURES

Please check next to the selected proposal option:

Option		Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium	Option		Aggregate Contract	Total Aggregate Premium	Attachment Point
☐	1	\$ 250,000	24/12	\$ 0	\$ 2,032,191	☐	1	24/12	\$ 43,098	\$ 31,105,752
☐	2	\$ 275,000	24/12	\$ 0	\$ 1,769,521	☐	2	24/12	\$ 45,759	\$ 31,399,814
☐	3	\$ 300,000	24/12	\$ 0	\$ 1,527,424	☐	3	24/12	\$ 48,419	\$ 31,636,058
☐	4	\$ 350,000	24/12	\$ 0	\$ 1,194,697	☐	4	24/12	\$ 56,755	\$ 32,053,563

Excess Loss Insurance Application

PartnerRe America Insurance Company

Wilmington, DE

NAIC# 11835

Mailing Address:

199 Fremont, 11th Floor
San Francisco, CA 94105
800 385 6802

The Applicant hereby applies for the Excess Loss Insurance Policy.

1. POLICYHOLDER: Policyholder Name
Principal Address: Address
City, State, Zip

Are subsidiary or associated entities to be included? ☒ Yes ☐ No
If Yes, please provide a list of their Full Legal Name(s) and Address(es).

Associated entities included in this Policy:

Full Legal Name: Subsidiary Name

Address: Address
City, State, Zip

2. POLICY PERIOD: Effective Date: Month Day, Year
Termination Date: Month Day, Year

3. POLICYHOLDER INFORMATION:

i. Standard Industrial Classification (SIC):

ii. ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Other

If other, please specify:

iii. Nature of Policyholder's Business: School District etc.

4. CLAIM ADMINISTRATOR: Claim Administrator Name
Address: Address
City, State, Zip

5. EXCESS LOSS INSURANCE:

a. Specific Excess Loss Insurance: ☒ Yes ☐ No

i. Specific Deductible: \$XXX per Individual
Individuals subject to an Adjusted Specific Deductible: Member ID#XXX and \$XXX

Claims for individuals subject to the Adjusted Specific Deductible that exceed the Specific Deductible are excluded under any Aggregate Excess Loss Insurance.

ii. Coverage Period: Incurred in 12 months and Paid in 12 months

b. Aggregate Excess Loss Insurance: ☒ Yes ☐ No

i. Monthly Aggregate Attachment Point: \$XXX per Composite per month

ii. Coverage Period: Incurred in 12 months and Paid in 12 months

The coverage afforded by this Application is based upon the Excess Loss Quotation dated Month Day, Year attached hereto, incorporated herein, and is conditioned upon receipt, review and acceptance by PartnerRe America Insurance Company ("PartnerRe"), on or before Month Day, Year, of all outstanding information as detailed in Special Notations section of the quotation. Additional underwriting adjustments, including changes to terms, premium or specific deductibles on certain individuals, may be required.

This Application is based upon claim details, enrollment, eligibility, Benefit Plan and other information provided by Applicant to PartnerRe. Any known material change in such information must be reported to and agreed upon by PartnerRe prior to coverage becoming effective.

The coverage afforded by this Application is to be effective from 12:01 A.M. standard time on the Effective Date stated above at the Policyholder's address, provided the first month's premium is paid in full and that the Claims Disclosure Statement and this Application are accepted and approved by PartnerRe. The coverage afforded by this Application is subject to all terms and conditions of the Policy in current use by PartnerRe. This Application and Claims Disclosure Statement will become a part of the Policy when issued.

This Application assumes the Producer/Agent of Record is duly licensed as required by law and has been appointed with PartnerRe America Insurance Company in the state in which the Policyholder is located and the Policy is to be delivered.

By signing this Application and the Claims Disclosure Statement, the Applicant represents that all statements, answers and information provided to PartnerRe are complete and true to the best of its knowledge. Applicant further acknowledges and agrees (i) that such statements, answers and information provided and in the Claims Disclosure Statement, together with a copy of the Benefit Plan and other information attached to this Application or furnished to PartnerRe, are submitted by the Applicant as an inducement to and will be relied upon by PartnerRe in underwriting this risk and determining whether to accept this Application and issue the policy being applied for; (ii) if such statements, answers and information is/are incomplete or untrue and such incompleteness or falsity is material to the risk to be insured by PartnerRe, any policy issued by PartnerRe may be rescinded and/or any benefits that might otherwise be payable thereunder may be denied; and (iii) the Applicant has fully read and understands this completed Application and the Claims Disclosure Statement.

I hereby agree to the terms as stated above and warrant that I am duly authorized to execute this acceptance:

Applicant Signed By:

Its Corporate Officer or Authorized Representative

Date

Title

FEIN#

Accepted by PartnerRe America Insurance Company:

Date

Title

INSURANCE FRAUD WARNING

Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, or conceals information for the purpose of misleading, is guilty of insurance fraud and is subject to criminal and/or civil penalties.

Excess Loss Insurance Policy

PartnerRe America Insurance Company

Wilmington, DE
NAIC# 11835

Mailing Address:
6900 Wedgwood Road, Suite 120
Maple Grove, MN 55311
800 261 3164

This Policy is issued to:

Policyholder ABC Company

Policy Number P01234567

Policy Period From: Month 1, 20XX To: Month 1, 20XX

(All insurance begins and ends at 12:01 A.M. standard time at the Policyholder's Principal Address as shown in the Schedule)

The Company agrees to reimburse the Policyholder subject to all the terms and conditions of this Policy.

This Policy is issued in consideration of:

- the Application made by the Policyholder;
- Disclosure and receipt of Claim Information;
- the payment of the initial premium as of the Effective Date of this Policy;
- the payment of all subsequent premiums when due; and
- the continual compliance by the Policyholder with all terms and conditions of this Policy.

This Policy is governed by the laws of the state of Texas.

The provisions on the following pages are a part of this Policy. This Policy is not automatically renewable. **Please review this Policy carefully.**

Company obligations under this Policy are limited to the terms, conditions and limitations of this Policy. We are not a party to, responsible for or a guarantor of the benefits provided under the Benefit Plan. We are not a Benefit Plan administrator or a fiduciary with respect to the Benefit Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested and, where required by law, this Policy shall not be valid unless countersigned by its duly Authorized Representative(s):



Kelly J. Munger
President, PartnerRe Health
PartnerRe America Insurance Company



Thomas L. Forsyth
Corporate Secretary
PartnerRe America Insurance Company

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SECTION I - SCHEDULE OF INSURANCE

In the event of a conflict between the terms, conditions and limitations of this Schedule and the Excess Loss Insurance Policy, this Schedule will control.

1. POLICYHOLDER: ABC Company
Principal Address: 123 Smith Street
Springtown, California 12345

Subsidiaries or associated entities included in this Policy are listed below:

Full Legal Name: DEF Company Subsidiary
Address: 123 Jones Street
Wintertown, California 01234

2. POLICY NUMBER: P01234567

3. POLICY PERIOD: Effective Date: Month 1, 20XX
Termination Date: Month 1, 20XX

(All insurance begins and ends at 12:01 A.M. Standard Time at the Policyholder's Principal Address as shown in this Schedule.

4. CLAIM ADMINISTRATOR: XYZ Claim Administrators
Type of Coverage: Medical
Address: 987 Adams Street
Springtown, California 12345

5. PREMIUM PAYABLE and RATES: Monthly
a. Minimum Premium: \$XXX,XXX

b.	<u>Specific Excess Loss Insurance Premium</u>	<u>Covered Individuals (estimate as of Effective Date)</u>	<u>Premium Rate</u>
Composite:		X,XXX	\$X.XX

c.	<u>Aggregate Excess Loss Premium</u>	<u>Covered Individuals (estimate as of Effective Date)</u>	<u>Premium Rate</u>
Composite:		X,XXX	\$X.XX

6. EXCESS LOSS INSURANCE:

- a. SPECIFIC EXCESS LOSS INSURANCE:

- i. Plan Benefits To Be Covered:
Medical
Prescription Drug Plan
- ii. Coverage Period:
Eligible Expenses Incurred from Month 1, 20XX through Month 1, 20XX and Paid from Month 1, 20XX through Month 1, 20XX
- iii. Specific Deductible: \$100,000 ☒ per Covered Person ☒ per Family

Covered Persons subject to an Adjusted Specific Deductible: Member ID#: 000513 @ \$XXX,XXX

- iv. Reimbursement Percentage for Specific Excess Loss Insurance: 100 %
- vi. Maximum Specific Reimbursement:
Unlimited ☒ per Covered Person ☐ per Family for the Coverage Period, described above; no lifetime maximum applies.

b. AGGREGATE EXCESS LOSS INSURANCE:

- i. Plan Benefits To Be Covered:
Medical
Prescription Drug Plan
- ii. Coverage Period:
Eligible Expenses Incurred from Month 1, 20XX through Month 1, 20XX and Paid from Month 1, 20XX through Month 1, 20XX

iii. <u>Aggregate Excess Loss Insurance Coverage</u>	<u>Covered Individuals</u> (estimate as of the Effective Date)	<u>Monthly Expected Claims</u>	<u>Aggregate Deductible Percentage</u>	<u>Monthly Aggregate Deductible</u>
Composite:	X,XXX	\$XXX.XX	125%	\$XXX.XX

Minimum Annual Aggregate Deductible: \$X,XXX,XXX

Maximum Aggregate Reimbursement: \$1,000,000 per Coverage Period

- v. Reimbursement Percentage for Aggregate Excess Loss Insurance: 100%

7. GENERAL CONDITIONS:

- a. All retirees are included under Specific and Aggregate Excess Loss Insurance Coverage
- b. Actively at Work requirement waived: Yes ☒ No ☐

8. OPTIONAL ENDORSEMENTS OR ADDENDUMS:

- a. The following endorsement(s) are included in the Specific Excess Loss Insurance coverage:
- i. Endorsement ONE
- ii. Endorsement TWO

SECTION II – EXCESS LOSS INSURANCE PROVISION

SPECIFIC EXCESS LOSS INSURANCE:

The Schedule indicates whether Specific Excess Loss Insurance is provided under this Policy.

WHEN REIMBURSEMENT IS PAYABLE

No Specific Excess Loss Insurance reimbursement will be made until Your Plan Document is received and accepted by the Company. Any reimbursement under the Specific Excess Loss Insurance will be subject to the terms and conditions of this Policy including the Schedule and any Endorsements.

Reimbursement under the Specific Excess Loss Insurance will be paid when a Covered Person has exceeded the Specific Deductible or Adjusted Specific Deductible, if applicable, during the Coverage Period shown on the Schedule, subject to all of the terms, conditions and limitations of this Policy. Upon Our acceptance and approval of Proof of Loss, We will reimburse You for Eligible Expenses as set forth under the Schedule and this Policy.

AMOUNT OF REIMBURSEMENT PAYABLE

The Specific Excess Loss Insurance reimbursement amount is subject to the Maximum Specific Reimbursement shown on the Schedule and shall be equal to the product of:

1. The Reimbursement Percentage for Specific Excess Loss Insurance, multiplied by
2. Eligible Expenses which exceed the Specific Deductible or Adjusted Specific Deductible, if applicable.

The Reimbursement Percentage for Specific Excess Loss Insurance, Specific Deductible and Coverage Period are shown on the Schedule. If this Policy terminates before the end of the Policy Period, the Specific Deductible will not be reduced.

AGGREGATE EXCESS LOSS INSURANCE:

The Schedule indicates whether Aggregate Excess Loss Insurance is provided under this Policy.

WHEN REIMBURSEMENT IS PAYABLE:

No Aggregate Excess Loss Insurance reimbursement will be made until Your Plan Document is received and accepted by the Company. Any reimbursement under the Aggregate Excess Loss Insurance will be subject to the terms and conditions of this Policy including the Schedule and any Endorsements or Addendums.

Reimbursement under the Aggregate Excess Loss Insurance will be paid after the end of the Coverage Period if the Annual Aggregate Deductible, described below, is satisfied, subject to all terms, conditions and limitations of this Policy. Upon acceptance and approval of Proof of Loss, We will pay benefits to You for Eligible Expenses that exceed the Annual Aggregate Deductible for claims Paid.

Eligible Expenses, subject to Aggregate Excess Loss Insurance, do not include:

1. Benefits payable under any other Specific Excess Loss Insurance or Excess Loss Insurance issued to You by Us or any other insurer.
2. Eligible Expenses in excess of the Specific Deductible or Adjusted Specific Deductible, as applicable.
3. Any other benefits Paid by any other entity providing the same or similar coverage as the Benefit Plan during the Coverage Period.
4. Expenses which are not Eligible Expenses, or otherwise excluded, under the terms and conditions of this Policy.

AMOUNT OF REIMBURSEMENT PAYABLE

The Aggregate Excess Loss Insurance reimbursement payable shall equal the product of:

1. The Reimbursement Percentage for Aggregate Excess Loss Insurance shown on the Schedule, multiplied by;
2. The amount of Eligible Expenses Paid, which are subject to Aggregate Excess Loss Insurance, that exceeds the Annual Aggregate Deductible for the Coverage Period.

In no event will We reimburse more than the Maximum Aggregate Reimbursement as shown on the Schedule.

ANNUAL AGGREGATE DEDUCTIBLE

The Annual Aggregate Deductible for a Policy Period will be the greatest of the:

1. An amount equal to the sum of 12 monthly amounts for the Policy Period where such monthly amount is equal the Monthly Aggregate Deductible, as shown on the Schedule, multiplied by the number of Covered Individuals covered under the Benefit Plan on the first day of each month of the Policy Period.

If the number of Covered Individuals decreases, the decrease in the number of Covered Individuals may not be reduced by more than 5% of the previous month's Covered Individuals. During any period in which any of Your employees are absent from work due to a strike, lock out, or work stoppage, the number of Covered Individuals will remain at the same level as for the month before the disruption began.

If the Policy Period is less than 12 months or if this Policy terminates during a Policy Period, the Annual Aggregate Deductible will be based on a Policy Period of 12 full months. The sum of monthly amounts for the months completed will be divided by the number of months completed in the Policy Period and multiplied by 12. Calculation of the Annual Aggregate Deductible in this manner will not affect the termination of Aggregate Excess Loss Insurance benefits on the date this Policy actually terminates; or

2. Monthly Aggregate Deductible multiplied by XXX, multiplied by 12; or
3. The Monthly Aggregate Deductible multiplied by 85% of the number of Covered Individuals under the Benefit Plan at the beginning of the eleventh month of the prior Policy Period, multiplied by 12; or
4. The Minimum Annual Aggregate Deductible shown on the Schedule.

SECTION III – PREMIUM PROVISION

PAYMENT OF PREMIUMS: The initial premium for this Policy is due on its Effective Date and subsequent premiums must be received by the Company by the first (1st) day of each succeeding month of the Policy Period, unless otherwise specified on the Schedule. For coverage under this Policy to remain in effect, each premium must be paid on or before its due date, subject to the Grace Period.

Payment to your Claim Administrator, broker or other third party is not deemed payment to the Company. Premium is not considered paid until payment is received by Company and sufficient funds are on deposit to process payment.

If the Premium received by the Company through the end of the Policy Period is less than the Minimum Premium set forth on the Schedule, the Policyholder shall remit a payment for such difference within ten (10) days after the termination of this Policy.

GRACE PERIOD: A Grace Period of 31 calendar days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the Grace Period. If a premium is not paid by the end of the Grace Period, this Policy will automatically terminate as of the last date for which premium was paid.

PREMIUM RATES: The initial premium rates are stated in the Schedule. We may change the premium rates:

1. Whenever You amend the Benefit Plan; or
2. There is a Material Change as set forth in SECTION VI - MATERIAL CHANGE AND MISREPRESENTATION/MISSTATED DATA; or
3. Coverage changes due to the addition or deletion of Endorsements or Addendums to the Policy.

PREMIUM DATA: You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

1. The number(s) of Covered Individuals in the Benefit Plan on the first day of the Benefit Month, as categorized (e.g., Employee + Family) on the Schedule; and
2. The amount of premium paid.

You acknowledge and understand that We use such premium data reports solely to process premium. Such premium data reports do not replace any report required, or which may be required, under the Records and Reporting Requirements in SECTION IV – CLAIM AND REPORTING PROVISIONS in this Policy.

SECTION IV – CLAIM AND REPORTING PROVISIONS

NOTICE OF CLAIM: The Policyholder is responsible to aggregate multiple Claim Administrator reports for notifications and claim reimbursements. The Policyholder must provide written notice to the Company:

1. Within 30 days of the Policyholder, or any party working on behalf of the Policyholder including the Claim Administrator, receiving information reasonably indicating Eligible Expenses have been Incurred or will be Incurred, for a Covered Person, that equal or exceed the lesser of:
 - a. 50% of the Specific Deductible or applicable Adjusted Specific Deductible

2. Immediately upon notice to the Policyholder, or any party working on behalf of the Policyholder including the Claim Administrator, that a Covered Person has been diagnosed with, or treated for, any condition, illness or injury that is reasonably likely to result in a Serious Claim, as defined in this Policy; and
3. Immediately upon notice of any potential or planned organ transplant; and
4. Within 30 days of the date that total Eligible Expenses, Incurred and Paid during the Coverage Period for all Covered Persons exceeds 5% of the Annual Aggregate Deductible.

Notice must be provided in a Company acceptable format agreed upon in advance, which must include, at a minimum, the following items:

1. Name of the Covered Person; and
2. Date of accident or diagnosis of sickness; and
3. Nature of injury or sickness; and
4. Estimated total cost of the claim; and
5. Transplant contracts, case management notes, and any other documentation that may be needed in order for Us to properly determine how the Claim Administrator adjudicated the claim. If such items are considered proprietary by the Claim Administrator a written statement from the Claim Administrator providing the substance of the requested items may be accepted; and
6. Documentation of any Experimental or Investigational, or Medical Necessity review performed by the Claim Administrator in the determination of the eligibility of benefits paid under the Benefit Plan.

Your failure to provide prompt notice may result in an adjustment of any Specific Excess Loss Insurance reimbursement payable to You, if any, to reflect any savings We could have obtained had prompt notice been given.

For Aggregate Excess Loss Insurance reporting, You or the Claim Administrator are required to provide Us with a monthly report that lists:

1. The total amount of Eligible Expenses Incurred within the Coverage Period by any Covered Person and Paid by or on behalf of You during that Benefit Month; and
2. The number(s) of participants in the Benefit Plan on the first day of the Benefit Month, as categorized as Eligible Benefits To Be Covered as shown under the Aggregate Excess of Loss section of the Schedule. The Aggregate Report must be provided to Us within 31 days after the end of each Benefit Month.; and
3. Other.

PROOF OF LOSS:

You, or Your Claim Administrator, must request payment and provide complete and accurate Proof of Loss, in a form and content acceptable to Us, to support a claim no later than 90 calendar days after the end of the Coverage Period.

If Proof of Loss for any claim is submitted to Us more than 90 calendar days after the Coverage Period, the claim will be denied. If We request additional information to process a claim, You must provide the additional information by the later of 90 calendar days after the Coverage Period or the date which is 30 calendar days after You receive the request for additional information. If the additional information is received after this time, the claim will be denied.

Although determination of benefits under the Benefit Plan is the responsibility the party authorized under the terms of the Benefit Plan, the Company reserves the right for determining reimbursement

under the terms and conditions of this Policy, including whether a claim is reimbursable, whether charges are Reasonable and Customary, and whether claims were properly paid under the terms of the Benefit Plan.

Any objection, notice of legal action, or complaint, which is received on a claim processed by You or Your Claim Administrator, and on which it reasonably appears that reimbursement will be payable under this Policy, must be brought to Our attention within 90 days of receipt by You.

PAYMENT OF CLAIMS: All reimbursements payable under this Policy will be paid to the Policyholder within 60 days after:

- a) the Company's acceptance of Proof of Loss as complete; and
- b) Completion of an audit confirming that Specific Excess Loss Insurance or Aggregate Excess of Loss Insurance reimbursement is payable, if an audit was requested by the Policyholder or the Company.

The Policyholder must cooperate with the Company or its representative in a timely manner in the administration, investigation, and the settlement of any claim payable under this Policy.

In the event charges for Eligible Expenses Incurred and Paid by the Policyholder during the Coverage Period stated in the Schedule exceed, or are expected to exceed, the Specific Deductible, the Company shall have the right to appoint an administrator to represent its interest in the ongoing administration of the claim. Any cost incurred for the Company's administration of the claim shall be borne by the Company.

REIMBURSEMENT OF CERTAIN FEES: Eligible Expenses will include the following fees Incurred and Paid by the Policyholder, if approved in advance of claim by Us:

1. Hospital bill audits; and
2. Access to non-directed Provider networks; and
3. Access to transplant Provider networks; and
4. Negotiation of out-of-network bills; and
5. Cost Containment Vendors; and
6. Access to Gene Therapy(ies) and Cell Therapy(ies) Provider and manufacturer networks.

Such fees shall be considered Eligible Expenses only if You can demonstrate to Us that the services that generated the fees resulted in a cost savings to the Benefit Plan and Us. If You can demonstrate such a cost savings, We will consider such fee an Eligible Expense, up to 25% of such cost savings per Covered Person.

INDEPENDENT REVIEW ORGANIZATION DETERMINATIONS: In the event an Independent Review Organization overturns an Adverse Benefit Determination ("ABD") and You are required to pay the claim that is subject to the ABD, such claim will be:

1. deemed Paid on the date the ABD is sent to the Covered Person; and
2. eligible for reimbursement under this Policy, subject to all terms, conditions, limitations and exclusions of this Policy.

For a claim to be reimbursable under this provision:

1. the ABD must be sent to the Covered Person before the Paid date deadline within the Coverage Period expires; and
2. the claim must be Paid within 30 days following the Independent Review Organization decision to overturn the ABD; and

3. We must be notified by You in writing within (30) days before the Paid date deadline within the Coverage Period that the ABD, if overturned, may result in a claim under this Policy.

When Eligible Expenses are Paid pursuant to the terms, conditions and limitations of the Independent Review Organization extended benefit, such expenses will relate back to the Coverage Period in which they were Incurred and will be excluded from any other Coverage Period.

If You terminate this Policy for any reason prior to 12 months following the Effective Date shown on the Schedule, this provision will not apply.

RECORDS AND REPORTING:

In addition, information otherwise required under this Policy, You, and/or Your Claim Administrator, will:

1. maintain and make available to Us, within 15 days upon request, such information, as We may reasonably require, confirming proof of payment of Eligible Expenses reimbursable under this Policy.
2. maintain a record of any and all amounts paid in excess of payments required by the Benefit Plan.
3. maintain records reasonably required by Us, and furnish to Us, upon Our request, all pertinent data with respect to Covered Persons.
4. maintain books and records related to this Policy for a period of no less than seven (7) years or the term required by the state of jurisdiction, after the Policy expires or is terminated according to the provisions of this Policy. This clause shall survive the termination of this Policy, provided there are outstanding liabilities under this Policy.

SECTION V – EXCLUSIONS AND LIMITATIONS

The Company will not reimburse the Policyholder for any of the following:

1. Any expense that does not strictly comply with the terms and conditions of:
 - a. Your Plan Document, including any discretionary, extra-contractual expenses authorized by Your Claim Administrator; and
 - b. this Policy, the Schedule and any Endorsement thereto.
2. Any expense arising from modification or amendment of the Benefit Plan that was not disclosed to and accepted in writing by the Company.
3. Any expense Incurred by a person who is not eligible under the terms and conditions of the Benefit Plan.
4. Any expense Incurred by a Covered Person whose Known medical conditions were not accurately disclosed, to Us by You, Your designated representative or Claim Administrator.
5. Any expense Incurred or Paid outside of the Coverage Period of this Policy.
6. Any expense Incurred by an affiliate or subsidiary of the Policyholder that was not included in the Application or Schedule.
7. Expenses which are Experimental or Investigational.
8. Expenses in excess of Reasonable and Customary.
9. Expenses resulting from Provider error(s) and/or facility-acquired conditions deemed “reasonably preventable” through the use of evidence-based guidelines, taking into consideration but not limited to Centers for Medicare and Medicaid Services (CMS) guidelines.
10. Billing errors, duplicate bills, duplicate items, or Unbundled Charges.
11. Deductibles, co-payment amounts, or any other charges or payments which the Policyholder is not obligated to pay under the Benefit Plan, or are payable to You from any other source.

12. Any expense that is reimbursable to the Policyholder pursuant to or as a result of any of the following:
 - a. Another group health benefit plan or another excess of loss insurance policy.
 - b. A government or privately supported medical research program.
 - c. The Covered Person is covered under, or eligible for, Medicare, the Railroad Retirement Program, or any similar federal, state or local program or statute.
 - d. Services or supplies for the treatment of an occupational injury or sickness which are paid under any Workers' Compensation, occupational disease law or similar law whether or not the Covered Person claims his or her rights to such benefits.
 - e. Any coordination of benefits or non-duplication of benefits provisions of the Benefit Plan.
 - f. Prescription drug rebates refunded to the Policyholder by a Pharmacy Benefit Management (PBM) vendor.
13. Expenses associated with the administration of the Benefit Plan including, but not limited to, salaries to your employees, claim payment fees, PPO access fees, premium functions, medical review and consultant fees unless otherwise payable under the Reimbursement of Certain Fees in SECTION IV- CLAIM AND REPORTING PROVISIONS, and any tax liability, interest, or penalty imposed by any regulatory or taxing authority.
14. Expenses incurred as a result of any lost savings or discounts offered by a facility or Provider due to untimely payment of the bill by You or Your Claim Administrator, unless such untimely payment is approved by Us in writing.
15. Expenses resulting from any litigation; extra or non-contractual damages or actions; compensatory damages, exemplary and punitive damages or liabilities of any kind; fines, penalties or sanctions; legal fees or expenses of any kind, including, but not limited to, those resulting from negligence, intentional wrongs, fraud, bad faith or strict liability or non-compliance with applicable law on the part of You, the Benefit Plan, Your Claim Administrator, Your agent or broker, or any agent or representative You, the Benefit Plan, Your Claim Administrator, Your agent or broker.
16. Expenses Incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury.
17. U.S. Economic and Trade Sanctions. If any coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.
18. Payments under the Benefit Plan arising out of or caused by or contributed to or in consequence of war, hostilities (whether war be declared or not), invasion or civil war.
19. Expenses associated with preventable errors, including those considered Never Events by Medicare. Never Events are errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, and that indicate a material problem in the safety and credibility of a health care facility.

SECTION VI – MATERIAL CHANGE AND MISREPRESENTATION/MISSTATED DATA

MATERIAL CHANGE: You must give Us written notice within 31 days prior to the effective date of any Material Change which may have a material adverse financial, economic or other effect on Our liability under this Policy. **Failure to provide such notice could result in termination or denial of reimbursement under this Policy.**

A Material Change includes, but is not limited to, a change to, or of, any of the following:

1. A change to, or of
 - a. terms of this Policy, including the modification addition or deletion of Endorsements.
 - b. Your Plan Document.
 - c. Claim Administrator.
 - d. Managed Care Network.
2. The information disclosed by You upon which Our assessment of risk was based;
3. An increase or decrease in the number of Covered Persons that exceeds 15% of the current number covered under the Benefit Plan;
4. The insolvency or inability to pay obligations of You or the Benefit Plan; or
5. A merger, acquisition, divestiture, or similar transaction involving You or any of Your affiliates, subsidiaries or divisions.

If You amend the Benefit Plan, Managed Care Network, Claim Administrator or change Your business so as to result in a material adverse financial, economic or other effect on Our liability or risk under this Policy, We will have the right to (i) recalculate Monthly Expected Claims and Specific Excess Loss Insurance Premium Rates as shown on the Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy. If We elect to continue this Policy, the new Monthly Expected Claims and Specific Excess Loss Insurance Premium Rate will be effective on the date specified by Us.

Any revision to Your Monthly Expected Claims or Specific Excess Loss Insurance Premium Rate due to an amendment will become effective on the effective date of the amendment. If We do not receive notice from You prior to the effective date of the Benefit Plan amendment, We will determine if benefits are payable based on Your Monthly Expected Claims and Specific Excess Loss Insurance Premium Rate calculated (1) without the amendment or (2) with the amendment, whichever is greater.

MISREPRESENTATION/MISSTATED DATA: The Company has relied upon underwriting information provided by You, the Claim Administrator or other party acting on Your behalf.

If:

1. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy, then, in such event:

We reserve the right to deny any such claim, rescind this Policy or to revise the premium rates, deductibles, and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Effective Date.

SECTION VII – TERMINATION PROVISIONS

POLICY TERMINATION: This Policy will terminate on the earliest of the following circumstances:

1. If You fail to pay the required premium by the end of the Grace Period, this Policy will terminate in accordance with the Premiums provision of this Policy.
2. On the date the Benefit Plan terminates.
3. If You fail to maintain a minimum of 200 Covered Individuals covered under the Benefit Plan at any time during the Policy Period, We may elect to terminate this Policy at the end of the first month during which there are less than such minimum number of enrolled Covered Individuals.
4. The end of the Policy Period.
5. If You fail to satisfy any of Your obligations under this Policy, We reserve the right to terminate this Policy by giving You 60 days advance written notice.
6. The date You suspend active business operations or You are in liquidation or receivership;

We will not refund any portion of the premium paid by You if this Policy terminates during a Policy Period.

If this Policy terminates prior to the end of the Policy Period, the Policy Period will be revised to end on the date of termination, and any specified number of months of the Coverage Period as shown on the Schedule will be reduced by the number of months by which the original Policy Period was shortened.

REINSTATEMENT: If this Policy is terminated for any of the reasons shown above, the Company may, at its option, approve the Policyholder's request to reinstate this Policy. The Policyholder shall submit to the Company any forms and data that the Company may require. If the Policy is reinstated, the Company may request to be paid all outstanding premiums plus interest due from the effective date of reinstatement at a rate of not less than one and one-half percent (1.5%) per month compounded monthly. This Policy will not be reinstated until We confirm such reinstatement to You in writing and any premiums have been paid.

SECTION VIII – GENERAL PROVISIONS

ASSIGNMENT: You may not assign, pledge or transfer, in whole or in part, this Policy or any interest therein or any benefits payable hereunder without Our prior written consent. Any such action will be void and of no effect.

CLAIM ADMINISTRATOR: The Claim Administrator acts on Your behalf and as Your agent. If claims are Paid by a Claim Administrator, We may require that You provide Us with any information possessed by the Claim Administrator that will assist Us in administering this Policy.

You are solely responsible for the actions of the Benefit Plan administrator, the Claim Administrator and any other agent of Yours. We are not responsible for any compensation owed to, or claims by, the Claim Administrator or other agents for services provided to, or on behalf of, You or the Benefit Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

CLERICAL ERROR: No clerical error, whether made by You, the Claim Administrator, or Us, that relates to recordkeeping, reporting, payment of benefits or premiums, will invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums or reimbursements will be made.

Clerical Error does not include failure of the Policyholder or any agent of the Policyholder, including the Claim Administrator, to:

1. Comply with the provisions of the Benefit Plan or this Policy, including Policy requirements relating to notice and/or payment of Eligible Expenses; or
2. Disclose underwriting information requested by the Company, whether such failure was intentional or unintentional, and regardless of the actual knowledge of the person providing such information.

This provision shall not be construed in any way to impair Our rights under the Misrepresentation provision of this Policy.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on the Effective Date of this Policy, conflicts with any law of the state where this Policy is delivered, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

ENTIRE CONTRACT: The entire contract between You and Us consists of:

1. The Policy; and
2. Your Excess Loss Insurance Application (a copy of which is attached to this Policy when issued); and
3. The Schedule; and
4. The Claim Disclosure Statement (a copy of which is attached to this Policy when issued); and
5. Any Endorsements or Addendums included with and made part of this Policy.

All statements made by You shall be deemed representations and not warranties.

INDEMNIFICATION: You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorney fees) arising from, relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person, or a provider of services to a Covered Person or any other person claiming entitlement to benefits under the Benefit Plan.

LEGAL ACTION: Legal action may not be taken to receive benefits until 90 days after the date Proof of Loss is received in accordance with the terms of this Policy. Legal action must be taken within three (3) years after the date Proof of Loss is submitted.

This Policy is deemed made in the state in which it was delivered, as shown on the face page of this Policy.

PARTIES TO THE POLICY: The parties to this Policy are the Policyholder and the Company. The Company's liability under this Policy is solely to the Policyholder. The Policy does not create any rights, liability or legal relation between the Company and a Covered Person under the Benefit Plan. No third-party, including your Claim Administrator, is an intended or unintended third-party beneficiary under this Policy.

NON-PARTICIPATING: This Policy does not pay a dividend and shall not be entitled to share in Our surplus earnings.

OFFSET: The Company has the right to offset reimbursement payable to the Policyholder under this Policy and any other policies issued to You by Us against any premiums due and unpaid by the Policyholder, overpayments made by the Company to the Policyholder, any reimbursements made in error or made due to receipt of incorrect information, and any other amounts due to the Company. This right will not prevent the termination of this Policy for non-payment of premium under SECTION VII – TERMINATION PROVISIONS.

POLICY AMENDMENTS/CHANGES: No change in this Policy is valid unless it is approved and signed by one of Our designated corporate officers or an Assistant Secretary. Agents or brokers do not have the right to change this Policy, waive any of its provisions, or bind Us in any way.

PREPARATION OF POLICY: As You and We are both sophisticated entities, in the event of an ambiguity in or dispute regarding the interpretation of this Policy, interpretation of this Policy shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and both You and We expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Policy, the Policy will be interpreted as if both You and Us had fully participated in the negotiation and preparation of this Policy.

RIGHT OF RECOVERY: You must pursue any and all valid claims against third parties arising out of any occurrence resulting in an Eligible Expense payment under the Benefit Plan in accordance with applicable law. You must account for any amounts recovered. Should You fail to pursue any valid claims against third parties for good cause and We then become liable to make payment to You under the terms and conditions of this Policy, We will be subrogated to all of Your rights to all recoveries from a third party (whether by lawsuit, settlement, or otherwise) for that portion of the total recovery which is due Us for reimbursements made to You. Our share of the recovery will not be reduced because the Covered Person has not received the full damages claimed, unless We agree in writing to a reduction.

You must take such action, furnish such information and assistance, and execute such papers as We may require to facilitate enforcement of Our rights, and You must take no action prejudicing Our rights and interests under this Policy.

Any amounts that We recover will be used to pay Our expenses of collection, and to reimburse Us for any amount that We may have paid, or become liable to pay, to You under the terms of this Policy. All remaining amounts will be paid to You.

STATE ASSESSMENT LOADS: State and Federal laws may assess excess loss insurance carriers based on the number of that state's residents who are covered under excess loss policies. We shall have the right to increase premium rates to cover expected state assessment costs, based on the most current applicable assessment rates.

STATE HEALTH CARE SURCHARGES: If You pay a state health care surcharge in connection with the payment of Eligible Expenses, the health care surcharge shall be considered an Eligible Expense provided that the charges were submitted and duly noted as such. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Expenses.

U.S. ECONOMIC AND TRADE SANCTIONS: If any coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to any claim that

would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

WAIVER: Our failure to require Your strict compliance with any requirement or provision of this Policy at any time, under any circumstance, will not constitute a waiver of such requirement or provision by Us at any time under the same or different circumstances.

YOUR BANKRUPTCY OR INSOLVENCY: Your bankruptcy or insolvency neither relieves Your obligation to pay premiums when due nor abates the termination of this Policy for failure to make such premium payments. Subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. Nothing in this provision shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt. Further, such bankruptcy or insolvency will not make the Company liable to creditors of the Policyholder, including Covered Persons under the Benefit Plan.

SECTION IX – DEFINITIONS

When used in this Policy, the following terms will have the meanings as indicated below.

Actively At Work means that on the Effective Date of this Policy, legally employed Covered Individuals working for You at his or her usual place of work or such other place or places as required by You in the course of such work for the full number of hours and at the full rate of compensation as set by Your employment practices.

Acute Care means services provided to treat Covered Persons medically or surgically with an immediate and/or severe Injury or Illness in a Hospital.

Adjusted Specific Deductible means a separate Specific Deductible, if any, for certain Covered Persons identified in the Schedule, which must be satisfied prior to any Specific Excess Loss Insurance reimbursement under this Policy with respect to those Covered Persons.

Adverse Benefit Determination means a denial, reduction or termination of a Plan benefit; or a failure to provide or pay for a Plan benefit (in whole or part); or a denial of participation in the Plan.

Aggregate Deductible Percentage means the Aggregate Deductible Percentage as shown on the Schedule, which is multiplied by Monthly Expected Claims to determine the Monthly Aggregate Deductible.

Aggregate Excess Loss Insurance means the reimbursement provided by the Company to You under this Policy for Eligible Expenses that exceed the Annual Aggregate Deductible, subject to the terms and conditions of this Policy, including SECTION II – EXCESS LOSS INSURANCE PROVISION of this Policy and the limits set forth in the Schedule.

Annual Aggregate Deductible means the amount of Eligible Expenses which must be Incurred and Paid by You under the Benefit Plan that is wholly retained by You, and which must be met before Eligible Expenses are reimbursable under the Policy, as shown on the Schedule.

Application means the final signed application, for the Excess Loss Insurance Policy, submitted by You to Us, hereby attached to and made part of this Policy.

Benefit Month means any calendar month during which this Policy is in force.

Benefit Plan means a self-funded plan of benefits which the Policyholder provides for eligible Covered Persons. The benefits are described in a written plan document.

Cell Therapy(ies) means a treatment or drug used for the transplantation of live human cells to replace or repair damaged tissue and/or cells. Cell Therapies not approved by the FDA for the specific condition for which the Covered Person is diagnosed, are Experimental or Investigational under the terms of the Policy. Cell Therapy includes CAR-T therapies.

Claim Administrator means an entity which has entered into a written agreement with You to pay claims for the Benefit Plan. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent.

Claim Information means Complete Claims following a Diligent Review by the Policyholder or a designated representative, of data requested by the Company in connection with any pending, Incurred or Paid claim.

Claim Disclosure Statement or Disclosure means the document submitted and signed by the Policyholder, or a designated representative, following a Diligent Review, and accepted by the Company in connection with the underwriting and issuance of this Policy.

COBRA (COBRA Continuee) means a Covered Person that elects to extend his or her coverage under the Plan as entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Company, We, Us and Our means PartnerRe America Insurance Company.

Complete Claim(s) means detailed information including but not limited to the Covered Person's name, member number or other unique identifier, date of birth, admission date, estimated discharge date, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond the control of the Policyholder or its designated representative), expenses incurred to date, any other requested information reasonably necessary for the Company to establish Proof of Loss under this Policy.

Coverage Period means the period of time, shown on the Schedule, during which Eligible Expenses must be Incurred by a Covered Person and Paid by You to be eligible for reimbursement under this Policy.

Covered Individual(s) means an employee who is both eligible and enrolled for coverage under the Benefit Plan. Covered Individual(s) for purposes of this Policy does not include any spouse, partner or dependents who may also be enrolled under the same Benefit Plan.

A Covered Individual includes:

1. Legally employed covered employees of Yours;
2. Participating COBRA Continuees ; and
3. Retirees, as defined by the Benefit Plan, if they are included on the Schedule.

Covered Person(s) means a Covered Individual, or the spouse, partner or dependent of the Covered Individual, who meets the terms and conditions of eligibility for coverage set forth in Your Benefit Plan who is entitled to receive benefits under that Benefit Plan while this Policy is in force.

Cost Containment Vendor means a third party contracted to reduce or control the cost of services or supplies provided to Covered Persons under the Benefit Plan.

Deductible(s) means the Specific Deductible(s), Adjusted Specific Deductible(s), or Aggregate Deductible as shown in the Schedule and as detailed in SECTION II, EXCESS LOSS INSURANCE PROVISION.

Diligent Review means a complete review of claims by the Policyholder, its designated representative, or its Claim Administrator prior to Disclosure, for any Known and potential Serious Claims. Such complete review requires a Policyholder, or its designated representative, to contact and secure information regarding Known and potential Serious Claims from its Claim Administrator; utilization review firms; employees who may have information regarding case management; claims administrations or other relevant claims information; other designated representatives; insurance carriers; and any other party who may have such information.

Domestic Claims are Eligible Expenses provided by the Policyholder or at facilities listed as an associated entity in the Schedule to a Covered Person and for which benefits are payable through the Benefit Plan.

Effective Date means the first day of the Policy Period set forth in the Schedule.

Eligible Expense(s) means expenses Incurred under the Benefit Plan to which the Policy applies and is:

1. Incurred while the Benefit Plan is in effect;
2. Paid in accordance with the terms of the Plan Document;
3. Medically Necessary;
4. a Reasonable and Customary charge;
5. Incurred and Paid as set forth in the Policy's Coverage Period, or otherwise allowed under this Policy, an endorsement or by the Company;
6. Included under the applicable Plan Benefits To Be Covered section of the Schedule; and
7. Not otherwise excluded under the terms of this Policy

Endorsement(s) means the document(s) attached to this Policy that modifies the coverage under the Policy.

Excess Loss Insurance means the coverage provided under this Policy, which reimburses You when Eligible Expenses, exceed the Deductibles defined in this Policy.

Expected Claims means the amount of claims that, in the absence of an excess loss policy or other insurance or evidence of coverage, are projected by Us to be Incurred under a Benefit Plan covering health care expenses.

Experimental Or Investigational, for the purpose of determining Eligible Expenses under this Policy, means a treatment, device, or drug that:

1. is prescribed by a non-licensed Provider; or
2. has not been approved by the United States Food and Drug Administration ("FDA") for the particular condition at the time the treatment, device or drug is provided except for drugs certified by National Comprehensive Cancer Network for a particular condition; or
3. is provided as part of an ongoing Phase I or II or III clinical trial as defined by the National Institutes of Health, National Cancer Institute or the FDA. In the event that an FDA approved drug or device is used for a particular condition during an ongoing Phase I or II or III clinical trial, and one or more other drugs or devices not FDA approved for such trial are also used, then all FDA approved and FDA non-approved drugs or devices shall be considered Experimental or Investigational; or

4. is documented in a major published U.S. peer-reviewed medical or scientific journal stating that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the treatment, device or drug; or
5. arises from, relates to, or is provided in connection with the Experimental or Investigational treatment or drug whether or not the treatment, or drug, on its own, is considered standard of care or Medically Necessary.

The Company will determine what is considered Experimental or Investigational for the purpose of determining Eligible Expenses under this Policy by reviewing the Claim Administrator's evaluation of the treatment, device or drug as well as studies, opinions and references to or by the American Medical Association, FDA, Department of Health and Human Services, National Institutes of Health, Council of Medical Specialty Societies, American Hospital Formulary Services Drug Information, American Academy of Pediatrics and any other association, federal program or agency that has the authority to approve medical testing or treatment. Conflicting information will be subject to evaluation by the Company or its designated representative.

Family means a Covered Individual and his or her covered dependents who are enrolled in the Policyholder's Benefit Plan. A covered spouse shall be a person who has entered into a civil union with the Covered Individual, pursuant to applicable state law, if enrolled under Your Benefit Plan.

Family Deductible. The amount of Eligible Expenses Incurred by members of a Family and Paid by You under the Benefit Plan which is wholly retained by You, and which must be met before benefits are reimbursable under this Policy, as shown in the Schedule.

Gene Therapy(ies) means a treatment or drug used to modify or manipulate the expression of a gene or to alter the biological properties of living cells for therapeutic use. Gene Therapies not approved by the FDA for the specific condition for which the Covered Person is diagnosed, are Experimental or Investigational under the terms of the Policy.

Hospital means an institution that:

1. is licensed and operated as a Hospital under the laws or the jurisdiction where it is located;
2. provides, as its primary functions, on an inpatient basis;
 - a. facilities for medical and surgical diagnosis and therapy;
 - b. treatment and care for the sick and injured; and
3. is under the direction of a staff of Physicians;
4. provides 24-hour-a-day nursing services by Registered Nurses; and
5. has facilities on the premises for major surgery

An institution that lacks surgical facilities may still be considered a Hospital if it has a written contractual arrangement with an accredited Hospital for the performance of major surgery.

For the purposes of this Policy, Hospital does not include an institution used as a facility for:

1. rest;
2. custodial care;
3. nursing;
4. care for the aged; or
5. care for alcoholics or drug addicts.

Hospital Inpatient Services means the services provided to a Covered Person who is a registered bed patient in a Hospital, for which there is a room and board charge. These services may be provided on an Acute Care or Sub-Acute Care basis.

Incurred means the date on which services relating to an Eligible Expense were provided to a Covered Person under the Benefit Plan.

Independent Review Organization means an organization that is accredited by the Utilization Review Accreditation Committee, or by a similar nationally recognized accrediting organization, to conduct external review of Adverse Benefit Determinations in accordance with the Patient Protection and Affordable Care Act.

Known means information affecting the administration or underwriting of this Policy, which can be reasonably assumed that the Policyholder, its designated representative or its Claim Administrator had knowledge of, prior to or at the time of that such information was requested by or due to the Company, had a Diligent Review been conducted.

Managed Care Network means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), Health Maintenance Organization (HMO), or any Managed Care Network offered by You as part of your Benefit Plan.

Maximum Specific Reimbursement means the limit of the Company's liability under the Specific Excess Loss Insurance for the Policy Period, as shown on the Schedule.

Medically Necessary and Medical Necessity means a treatment, device, or drug that meets all of the following criteria:

1. It is recommended for the diagnosis or treatment of the Covered Person by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license; and
2. It is the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
3. It is approved by the FDA for the particular condition at the time of treatment, if applicable.

A treatment, device, or drug will not be considered Medically Necessary if:

1. it is part of a treatment plan that is considered to be Experimental or Investigational or for research purposes; or
2. it is provided primarily as a convenience to the Covered Person or the Covered Person's family or a Provider.

The fact that a physician may prescribe, order, recommend or approve a treatment, device or drug does not, of itself, make it Medically Necessary.

Minimum Premium means the minimum premium, as shown in the Schedule, that must be paid for coverage under this Policy.

Monthly Aggregate Deductible means the Monthly Expected Claims multiplied by the Aggregate Deductible Percentage, as shown on the Schedule.

Monthly Expected Claims means the amount of Expected Claims per month per Covered Person. The initial Monthly Expected Claims are stated on the Schedule. We will re-determine the Monthly Expected Claims on the effective date of each Material Change to the Benefit Plan.

Paid means the latest of the following dates:

1. The Eligible Expense is approved by You according to the terms of the Benefit Plan; and
2. The draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Policyholder to the payee; and
3. Sufficient funds are on deposit on the date the check, draft or electronic transfer is issued to permit the check, draft or electronic transfer to be honored.

A Domestic Claim will be deemed Paid on the date the funds are disbursed by the Plan prior to the end of the Policy Period.

Plan Document means the written document in effect on the Effective Date of this Policy. Amendments to the Plan Document will be covered by this Policy, when they become effective under such plan, only to the extent they are submitted and approved by the Company, as provided in the Material Change provision of this Policy. Notwithstanding the foregoing, the Plan Document, as defined herein, does not include documents and instruments outside the Plan Document, including but not limited to employee handbooks.

Policy means this Excess Loss Insurance Policy.

Policyholder, You and Your mean You, the Policyholder, shown on the face page of this Policy, who is described in the Excess Loss Insurance Application and to whom this Policy is issued.

Policy Period means the time period of this Policy as shown on the Schedule, subject to the Policy Termination provision under SECTION VII – TERMINATION PROVISIONS of this Policy.

Prescription Drug Plan means either a benefit provision of the Benefit Plan or a separate benefit plan maintained by You, under which prescription drug expenses are Paid independently of other medical expenses.

Proof of Loss means Proof of Loss as defined in SECTION IV – CLAIM AND REPORTING PROVISIONS of this Policy.

Provider means any hospital, physician or other person or entity that is licensed or otherwise operating within the scope of that license to provide health care services.

Reimbursement Percentage means the percentage of Eligible Expense the Company will reimburse the Policyholder after the application of the applicable deductible(s) and subject to any other Policy terms and conditions.

Related Services means the services incurred within 120 days from the date of the administration or supply of the treatment, device, drug or therapy provided to a Covered Person.

Reasonable and Customary means the usual charge made by a Provider who renders or furnishes covered services, treatments or supplies; provided the charge is not in excess of the general level of charges made by other Providers who render or furnish the same or similar services, treatments or supplies to persons: 1) in the same geographical area; and 2) whose Injury or Illness is comparable in nature and severity.

In situations where a Reasonable and Customary charge cannot be determined as provided in the paragraph above, a charge that does not exceed XX% of the Medicare reimbursement rate, Uniform Billing Editor and National Correct Coding Initiative Guidelines, National Uniform Billing Committee, Medicare Drug Average Sales Price (ASP) or average wholesale price (AWP) for drugs, and/or

manufacturer's retail pricing (MRP) for supplies and devices, in effect at the time services were provided, will be deemed a Reasonable and Customary charge.

To be considered Reasonable and Customary, charges must be in compliance with CMS's multiple procedure payment guidelines, when applicable.

If the Policyholder, Benefit Plan or Claim Administrator has a contracted fee arrangement with certain Providers, Reasonable and Customary shall mean the lesser of the applicable fee as defined in that fee arrangement contract or the charge determined in accordance with the preceding paragraphs.

Schedule of Insurance and Schedule means SECTION I - SCHEDULE OF INSURANCE setting forth the Specific Excess Loss Insurance and/or Aggregate Excess Loss Insurance provided under this Policy.

Serious Claim(s) means any claim for Eligible Expense(s) Incurred, or expected to be Incurred, by a Covered Person, regardless of Claim disposition, that may reasonably exceed 75% of the Specific Deductible in this or in the immediately preceding Policy Period.

Specific Excess Loss Insurance means reimbursement provided by the Company to You under this Policy for Eligible Expenses that exceed the Specific Deductible, Family Deductible, or Adjusted Specific Deductible(s) or Aggregated Specific Deductible, as applicable, subject to the terms and conditions of this Policy, including the limits set forth in the Schedule.

Specific Deductible means the amount of Eligible Expenses that must be Incurred by a Covered Person and Paid under the Benefit Plan, which is wholly retained by You and must be met before Eligible Expenses are reimbursable under the Specific Excess Loss Insurance, as shown on the Schedule.

Sub-Acute Care means services, provided to treat Covered Persons medically, which are rehabilitative, restorative in nature, specialized and/or post-surgical care associated with the transition between a Hospital and home.

Unbundled Charges means billed charges for hospital services, supplies, equipment and/or items based on Company's determination constitute unbundled, fragmented or otherwise duplicative charges which should reasonably be included in another charge which Provider has billed for the same Covered Person on the same day.

Workers' Compensation means benefit payments to any eligible Covered Person as required by state law for accidents or occupational disease arising out of, or in connection with, the Covered Person's employment.



**BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET**

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

“RFP #25-62 STOP LOSS INSURANCE COVERAGE”

TUESDAY, JULY 29, 2025 at 11:00 A.M. LOCAL TIME

Sealed Hard Copy or Electronic offers shall be received no later than:

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER “IMPORTANT EVENTS”. BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE “BONFIRE” ELECTRONIC BIDDING PLATFORM.

**USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>,
CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.**

IF SUBMITTING A HARD COPY SEALED OFFER:

THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

*****Please note: US Postal Service mailing address***

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

However, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFP which may have influenced your decision to “No Offer”. If your response to this RFP is a “No Offer” response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Published Dates:

THURSDAY, JUNE 12, 2025

THURSDAY, JUNE 19, 2025

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (company name) (hereinafter designated Vendor / Contractor).

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #25-62 STOP LOSS INSURANCE COVERAGE as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP #25-62 STOP LOSS INSURANCE COVERAGE
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2025.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

REQUEST FOR PROPOSAL TABLE OF CONTENTS

RFP #25-62 STOP LOSS INSURANCE COVERAGE

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The “Exhibit A - Required Forms” and “Exhibit B – Additional Requirements” below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ (*if applicable*)
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM (*Vendor to sign form if applicable to telecommunications*)
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – VENDOR’S RESPONSE

- PRICING PROPOSAL
- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- SIGNED ADDENDA (*if applicable*)
- ADDITIONAL VENDOR SUBMITTED ATTACHMENTS

Attachments to the RFP:

- Exhibit A – Required Documents
- Exhibit B – Vendor’s Response
- Attachment A – HRA and Buy Up SBCs 2024-2025
- Attachment B – Aggregate and Large Claimant Reports
- Attachment C – Census – June 2025

BRAZORIA COUNTY

SPECIFICATIONS / SCOPE OF WORK

RFP #25-62 STOP LOSS INSURANCE COVERAGE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

The County seeks proposals from qualified insurance carriers to provide stop-loss insurance coverage for its self-funded employee health benefit plan for active employees and their dependents, retirees and their dependents under age 65 and cobra effective October 1, 2025. The objective is to secure financial protection against high-cost individuals and aggregate medical claims, ensuring the sustainability of the County's health benefits program. We are not seeking agent or consultant bids during this RFP.

2.0 GENERAL REQUIREMENTS

2.1 Coverage Requirements

The Brazoria County requests Stop Loss Insurance proposals. The County is requesting the policy specifications below.

Stop Loss Current Terms

Stop Loss Carrier: PartnerRe

Medical Carrier: Aetna

Prescription Carrier: Caremark/CVS

Plan Year: October 1, 2024 through September 30, 2025

Specific Coverage

Specific Deductible: \$250,000

Coverages: Medical and Rx

Contract Basis: 24/12

Lifetime Maximum - Unlimited

Rate: \$90.55

Laser: \$400,000 ID 7405 dep

No New Lasers at Renewal/50% Rate Cap

Aggregate Coverage

Coverages: Medical and Rx

Contract Basis: 24/12

Aggregate Corridor: 120%

Maximum Liability: \$1,000,000

Rate: \$2.43

Aggregate Factor: \$1,535.98

Run In Limitation: N/A

Stop Loss Proposed Terms

Specific Coverage

Specific Deductible: \$250,000, \$300,000 and \$350,000

Coverages: Medical and Rx

Contract Basis: 24/12

Lifetime Maximum - Unlimited

Aggregate Coverage

Coverages: Medical and Rx

Contract Basis: 24/12

Aggregate Corridor: 120%

Maximum Liability: \$1,000,000

2.2 Claims Administration and Coordination

- Third-Party Administrator (TPA) Coordination: The stop-loss carrier must coordinate with the County's designated TPA to ensure seamless claims processing and data sharing.
- Reimbursement Process: The carrier must provide timely reimbursements for eligible claims exceeding the specific or aggregate thresholds, with clear documentation requirements.
- Reporting: Regular reports detailing claims activity, reimbursements, and any pending issues must be provided to the County and its Stop Loss Consultant.

2.3 Underwriting and Renewal Terms

- Disclosure Requirements: Full disclosure of all known risks and large claims during the underwriting process is mandatory.
- Rate Guarantees: Proposals should specify any rate guarantees or caps on renewal rate increases.
- Renewal Terms: The County prefers renewal terms that do not introduce new lasers or significant changes in coverage without prior agreement.
- Lasering: Proposals should indicate whether any individuals are to be 'lasered,' i.e., assigned higher specific deductibles, and provide details accordingly.
- No New Lasers at Renewal: Preference will be given to proposals that guarantee no new lasers at renewal.
- Rate Cap: Preference will be given to proposals that guarantee a rate cap at renewal.
- Proposals should not have an Aggregate and Specific Run In Limitations
- We reserve the right to further negotiate during a Best and Final Offering Phase.
- Commissions and Fees: All quoted rates are to be net of commissions and fees. Brazoria County will not pay for any commission or fees associated with any proposal submitted pursuant to this RFP. If a fee must be included in your proposal, please disclosure whom the fee is paid to, what the fee is for and the exact amount of the fee.

2.4 Compliance and Legal Provisions

- Regulatory Compliance: The insurer must comply with all applicable federal and state laws, including the Texas Insurance Code.
- Licensing: The insurer must be licensed to operate in Texas and provide proof of such licensing.
- Contract Termination: The contract should outline conditions under which either party may terminate the agreement, including notice periods and obligations upon termination.
- AM Best Rating: Insurance Carrier must be an A or better AM Best Rating

2.5 Proposal Submission

- Include the information requested below utilizing the format and numbering in the Vendor Response Exhibit B. The information must be included for your submittal to be considered responsive.

2.5.1 Stop Loss Questionnaire

1. Insurance Company Information

- a) Full Legal Name of Insurance Company:
Corporate Address:
Primary Contact (Name, Email, and Phone Number):
Name of Submitting Insurance Agency (if applicable):

2. Financial Stability

- a) Please provide the current AM Best Rating of the insurance company:

3. References - List three (3) client references located in Texas, preferably governmental entities or counties

Name of Client	Contact Person	Phone Number	Phone Number	# Employees

4. Proposal Origination

- Is this proposal issued by a Managing General Underwriter (MGU) or directly by a carrier (Direct Writer)?
- If issued through a MGU, please provide the name of the MGU:
- Does the MGU administer claims internally or utilize an external vendor?
- At what dollar threshold does the MGU assume risk before claims require approval from the stop loss carrier?

5. Confirmation of FIRM and BINDABLE Proposal

- Please confirm that your proposal issued is firm and bindable as quotes are required to be firm and bindable including medical review to determine any contingencies when responding to RFP #25-62 STOP LOSS INSURANCE COVERAGE.

6. Plan Mirroring

- Does your proposal include plan mirroring provisions?
- If not included, can plan mirroring be provided at no additional cost upon receipt of the full plan document and schedule of benefits?

7. Sample Stop Loss Policy and Application

- Please attach a sample stop loss policy issued in the State of Texas for the carrier referenced in your proposal.

8. Compensation Disclosure

- Does your proposal exclude all fees and commissions (e.g., overrides, bonuses, service fees, etc.)?
- If any compensation is included or payable as a result of this policy, please disclose the dollar amount, recipient, and the purpose of the fee(s).

3.0 EXHIBITS INCLUDED

Stop Loss Insurance Brazoria County 2025

- Census
- Summaries of Benefits and Coverages 2024-2025 Medical and Prescriptions
 - a. HRA Plan
 - b. Buy Up Plan
- High-Cost Claimant Report ran at \$125K
 - a. October 2024-April 2025
 - b. October 2023-September 2024
 - c. October 2022-September 2023
- Membership and Enrollment by Tier
 - a. October 2024-April 2025
 - b. October 2023-September 2024
 - c. October 2022-September 2023
- CMR CCSA Paid Claims Report
 - a. October 2024-April 2025
 - b. October 2023-September 2024
 - c. October 2022-September 2023

May and June reports will be released through an Addendum once available.

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFP #25-62 STOP LOSS INSURANCE COVERAGE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 25-62, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Brazoria County is seeking firm and bindable proposals for Stop Loss Insurance Coverage. Proposals must be firm through August 31, 2025. Vendor should assume no additional negotiations will take place.

3.0 ESTIMATED PROJECT TIMELINE

Step One –

Publicly advertised (1st Notice)	Thursday, June 12, 2025
Publicly advertised (2nd Notice)	Thursday, June 19, 2025
Deadline for Questions (Clarifications) Submitted	Tuesday, July 15, 2025 at 2:00 pm CST
Deadline for Addendum to be posted in Bonfire	Tuesday, July 22, 2025

Response Open/Due date by 11:00 a.m. C.S.T. – TUESDAY, JULY 29, 2025

Step Two – Interviews (all dates below are subject to change)

Interviews with short-listed candidates	Week of August 4, 2025
Selection committee recommendation	Week of August 4 2025
Negotiations	Week of August 4 2025
Enter into final negotiations with highest ranked firm which submitted a firm and bindable offer	
Award - Contract approval by Commissioner's Court	Week of August 25, 2025

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before **Tuesday, July 15, 2025, at 2:00 pm CST**. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING – No pre-offer meeting. Not applicable to project.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a firm and bindable proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the “Exhibit A Required Forms” and “Exhibit B Additional Requirements” into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See “Exhibit A Required Forms” for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number. A Return Label is also provided in this solicitation.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

7.1 Financial Statements

If your company is either short listed or deemed the highest ranked, you may be required to submit your current and prior 2 years financial statements for review. This ensures Brazoria County that your company, if awarded, has the financial capacity to perform its obligations under for the entirety of the contract.

Failure to provide financial statements may deem your submission as non-responsive.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price including Contingency Risk submitted in offer - Competitiveness	60 points
Experience, Background, and Qualifications- Vendor's background and years of relevant experience; AM Best Rating	20 points
References – Good Standing with Texas References – See format in Section 2.5.1 of Specifications/Scope of Work	10 points
Compliance and Coordination – Adherence to all Standard Terms and Conditions, Special Requirements, and all other requests stated in the RFP. Ability to coordinate with the medical carrier and PBM	10 points

Bonus Scoring (15 point scale)

8.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Brazoria County retains the option to solicit new proposals at any time if in its best interest.

10.0 PROJECT MANAGER

Holly Fox, Director
Human Resources Department

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open and at the time shown on the Cover Sheet.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

13.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

14.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

15.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioners Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

16.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available

at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found

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

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

17.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

18.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

RFP #25-62 STOP LOSS INSURANCE COVERAGE

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION (*PREFERRED METHOD OF SUBMISSION*)

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.
All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #25-62 STOP LOSS INSURANCE COVERAGE

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form to:

Brazoria County Administration Building, Purchasing Department, 237 E. Locust Street, Suite 406, Angleton, Texas 77515.

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 25-62 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

- 10.1** The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must 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) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

- 11.1** Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

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

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

- 15.1** Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

- 15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor’s name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR’S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County’s approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

28. ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

29. GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

30. DRAWINGS: All drawings, plans, and specifications are hereby attached and made a part of this Contract.

31. RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

32. BID BOND: If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

33. PERFORMANCE AND PAYMENT BONDS: In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.

Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

34. APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

35. COMPLIANCE WITH APPLICABLE LAWS: Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

36. FORCE MAJEURE: Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

37. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- 40. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.216):** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- 43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any

and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

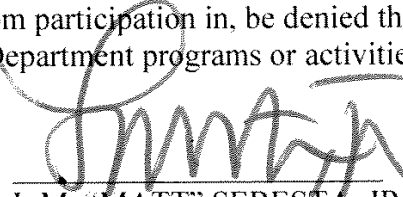
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

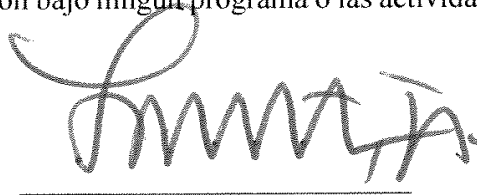
**Title VI and Related Statues
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discrimacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$1,000,000
b. Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) “Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person’s participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

- (1) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

- (1) there is a change to the disclosure of interested parties; or
- (2) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" 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 Paragraph (A)
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) 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;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____
_____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

<u>SEALED REQUEST FOR PROPOSAL (RFP)</u>	
RFP#:	25-62
OPENING DATE:	TUESDAY, JULY 29, 2025
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	STOP LOSS INSURANCE COVERAGE
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE RFP's CANNOT BE ACCEPTED*******