#### **BRAZORIA COUNTY**

#### PURCHASING DEPARTMENT



## SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

September 9, 2025

Standard Insurance Company Attn: Sean Feeley 1100 SW 6<sup>th</sup> Avenue Portland, OR 97204 Sean.feeley@standard.com

Re: Award for RFP# 25-71 Employee Group Life Insurance, AD&D, and Long-Term Disability

Dear Mr. Feeley:

Brazoria County is pleased to inform you that on September 9, 2025, Commissioners' Court awarded the above listed project to your company.

The term of this contract shall be effective from the date of execution, 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 Country.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website <a href="https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</a> 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 <a href="mailto:aerickson@brazoriacountytx.gov">aerickson@brazoriacountytx.gov</a>.

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 <a href="http://brazoriacountytx.gov/departments/purchasing">http://brazoriacountytx.gov/departments/purchasing</a> 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 <a href="http://brazoriacountytx.gov/departments/purchasing">http://brazoriacountytx.gov/departments/purchasing</a> 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			FOF	RM <b>1295</b>
					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 par	ties.		CE	OFFICE US	
Name of business entity filing form, and the city, state a of business.	nd country of the b	ousiness entity's p		Certificate Number: 2025-1361498	
Standard Insurance Company			Date	Filed:	
Portland, OR United States  Name of governmental entity or state agency that is a page.	arty to the contract	for which the for	0014	.0/2025	
being filed.				Acknowledged	
Brazoria County			June	Acknowledged	9/15/2025
3 Provide the identification number used by the government description of the services, goods, or other property to leave 25-71.			or identify the c	ontract, and pro	ovide a
Basic Life, AD&D, and Long Term Disability					
4 Name of Interested Ports	Cit. Ct	ito Countri fuls -	of husiness		of interest
Name of Interested Party	City, Sta	ite, Country (place	of business)	(check applicable Controlling Interme	
StanCorp Financial Group, Inc.	Portlar	nd, OR United Sta	ates	X	
Meiji Yasuda	Tokyo	Kanto Japan		X	
	<i>e</i>	1			<u> </u>
Con	FICH	ant	12		
OOH					
5 Check only if there is NO Interested Party.	therefore	m the date of birth e, subject to exemp g, but not limited to	tion from any p	ublic records requ	
6 UNSWORN DECLARATION		, , , , , , , , , , , , , , , , , , , ,			
My name isJill Schlofer		and n	ny date of birth i	s	
My address is 1100 SW 6th Ave.		Portland	, OR	97204	_,_USA
		(city)	(state)	(zip code)	(country)
I declare under penalty of perjury that the foregoing is true a	and correct.				
Executed in Multnomah	County, State of	Oregon	_, on the _10	<sub>day of</sub> Septem	ber, 20_25
				(month	) (year)
	Jill Schlofer AVP, Implemen	tation & Enrolle	ent On/	)].	
<u>-</u>		re of authorized ag	ent of contractir	ng business entity	/
		(Decla			

## **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.	OFFICE USE ONLY
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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
Standard Insurance Company	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.  Not applicable	
Name of Officer	
Describe each employment or other business relationship with the local government office officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  Texas Local Government Code section 176.006(a)(1)-(3) expressly describes when the Interest Form is required. To our knowledge no such relationship exists, therefore unde applicable law, the form is not legally required by the statute.  A. Is the local government officer or a family member of the officer receiving or likely other than investment income, from the vendor?  Yes  No  B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable in local governmental entity?	the local government officer. In additional pages to this Form  The Conflict of the terms of the
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 months of the sec	
Check this box if the vendor has given the local government officer or a family member o as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.00	
Jill Schlofer	
AVP, Implementation & Enrollment	025

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes awarethat:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2025

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 Crystal IDC 11 C		CONTACT NAME: Jim Biernat			
Crystal IBC, LLC 560 Mission St., 6th Floor		PHONE (A/C, No, Ext): 628-502-2828	FAX (A/C, No):		
San Francisco CA 94105		E-MAIL ADDRESS: james.biernat@alliant.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
	License#: 0C36861	INSURER A: Sentry Insurance Company	24988		
sured tanCorp Financial Group, Inc. See Additional Named Insureds Below)	STANFIN-01	ınsurer в : AIG Specialty Insurance Compan	26883		
		INSURER C: Amer Guarantee & Liab Ins Co	26247		
1100 SW Sixth Avenue		INSURER D: Zurich American Insurance Comp	16535		
Portland OR 97204		INSURER E: BRIT Space Consortium 9226 (LI			
		INSURER F: National Union Fire Insurance	19445		

#### COVERAGES CERTIFICATE NUMBER: 1026044015 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.

				LIMITS SHOWN WAT HAVE BEEN F				
INSR LTR			ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
С	X	COMMERCIAL GENERAL LIABILITY		GLA9588391-00	7/1/2025	7/1/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
D	AU1	TOMOBILE LIABILITY		GLA9588391-00	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
С	Х	UMBRELLA LIAB X OCCUR		AUC1382308-00	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 15,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 15,000,000
		DED RETENTION\$						\$
A		RKERS COMPENSATION DEMPLOYERS' LIABILITY		9016876001 9016876002	7/1/2025 7/1/2025	7/1/2026 7/1/2026	X PER OTH- STATUTE ER	
^`	ANY	PROPRIETOR/PARTNER/EXECUTIVE T N	N/A	9016676002	//1/2025	//1/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ICER/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B E F		fessional Liability acy/Cyber Liability ond		01-685-83-41 B0507BJ2500009 01-615-88-43	7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	Limit: Limit: Limit:	10,000,000 25,000,000 10,000,000

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

Named Insureds: StanCorp Financial Group, Inc.; Standard Insurance Company; The Standard Life Insurance Company of New York; StanCorp Equities, Inc.; StanCorp Investment Advisers, Inc.; StanCorp Mortgage Investors, LLC; Standard Management, Inc.; Standard Retirement Services, Inc.; The Standard Charitable Foundation; StanCorp Real Estate, LLC; Standard Insurance Company Continuing Health & Wealth Benefits Trust; Standard QOZ Fund I, LLC; American Heritage Life Insurance Company; American Heritage Service Company; StanCorp Mortgage Investors Pass-through, LLC

As Required by Written Contract or Agreement - Re: REQUEST FOR PROPOSAL ? #2019-BCAD

CERTIFICATE HOLDER
--------------------

Brazoria County Appraisal District 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



CANCELLATION

#### **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:

Jill Schlofer

Name)

- 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:

Standard Insurance Company

- (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;

(Person name), the undersigned representative of (Company or Business

(hereinafter referred to as Company)

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.

being ar	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 te	erm of the contract the named Company, business or individual with Brazoria
	County Texas, Texas;	
(C)	does not boycott energy companies	s 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 fire	earm entity of firearm trade association currently; and
(F)	will not discriminate against a firea	arm entity of firearm trade association during the term of the contract the
	named Company, business or indiv	vidual with Brazoria County, Texas
		$\bigcap_{i}\bigcap_{j}\emptyset_{j}$
	09/10/2025	4 Gar
	DATE	SIGNATURE OF COMPANY REPRESENTATIVE

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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Yes No	
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Jill Schlofer	
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- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

## BRAZORIA COUNTY CONTRACT SHEET

# THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 9<sup>th</sup> day of September 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 Standard Insurance Company.

#### 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# 25-71 Employee Group Life Insurance, AD&D and Long -Term Disability 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# 25-71 Employee Group Life Insurance, AD&D and Long-Term Disability
- 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 15th day of September 2025.

By: County Judge Signature

By: L. M. "Matt" Sebesta Jr.

Printed Name

By:\_\_ 09/10/2025

By: <u>Jill Schlofer, AVP, Implementation & Enrollment</u>
Printed Name and Title

#### STANDARD INSURANCE COMPANY

Employee Benefits - Underwriting 900 SW Fifth Ave. Portland, OR 97204-1282

#### Application for Group Insurance For Use in Texas

Please type or print	REQUESTED EFFECTI	VE DATE10/1/2	025
APPLICANT Full Legal Name of Group (Exactly as it is to be shown in the poli	cy.)		and the second s
Brazoria County, Texas	.,		
Street Address 111 E. Locust St.			
City Angleton	StateTX	Zip Code _	77515
Phone No. ( ) Fax No. ( )	Emai	hollyf@brazori	acountytx.gov
Group Contact Holly Fox	Contact's Title Human Re	esource Director	•
Contact's Phone No. if different ( 979 ) 864-1797	Contact's Fax No. if different	ent ()	
Nature of Business			
INSURANCE COVERAGE REQUESTED	***************************************		
☐ Life Only ☐ Supplemental Life ☐ Dental/	Employees	☐ Eye Care	☐ Accident*
	Employees and Dep(s)	☑ LTD	☐ Critical Illness*
AND THE PROPERTY OF THE PROPER	'Orthodontia	☐ STD	☐ Hospital Indemnity*
Statutory (State & Product)		Th. O	
*I understand and agree if Applicant utilizes an enrollment platform and will timely present to each enrollee appropriate disclosures and			
enrollment form.	any state manuateu nauu n	ouces which are t	contained on the supplied
OTHER INSURANCE			
A. Does this insurance supplement other insurance?	√ No		
If yes, specify for each line of coverage and Insurance Carrie			
B. Does this insurance replace existing insurance? If yes, specify for each existing line of coverage: MetLife Life	☐ No e & AD&D & Lincoln Fina	ncial LTD	
Please submit a copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy, certificate of the copy of each in force policy.			205
Effective date of Prior Plan: 10/01/2024  ACTIVE WORK REQUIREMENT: A person must meet an Active V	Termination date of Pr		
Active Work requirement are not insured until returning to work for Initial:			
Note: Some members who do not meet an Active Work requireme	nt may be eligible for Waiv	er of Premium wit	th a prior carrier.
APPLICANT AGREES THAT: I hereby apply for Group Insurance	e as provided in the attac	hed proposal.	
The above information is true and correct to the best of the Applicant's If the requested insurance is acceptable to Standard Insurance C a Group Policy will be issued in the language customarily used by producer has the authority to guarantee the acceptability of the restandard may issue separate Group Policies if more than one cobe subject to Standard Insurance Company's usual underwriting recand, if applicable, Evidence Of Insurability. The effective date of insu Insurability will be determined in accordance with the terms of the G be collected or paid by the Applicant for such insurance until notific Premium rate quotations were based on data submitted to Standathe group.  The consideration for any Group Policy which may be issued is this receipt of the Group Policy is acceptance of the terms of the Group This Application is made a part of the Group Policy.  Applicant authorizes the producer, broker of record, or consultant to rethat the applicant has a right to receive and which is reasonably neces	ompany under its current ru Standard. It will be effectiv quested insurance. verage is requested in this vulverements, including the extrance for which a person is aroup Policy, subject to the ation of approval. It is a proposed in the payment of	les and practices e on the date det Application. The ir clusions and limit required to submi Active Work requibe determined by ent of premiums. If the applicant's classes	and is legally permissible, ermined by Standard. No nsurance, if approved, will ations in the Group Policy t satisfactory Evidence Of rement. No premiums will the actual composition of Payment of premium after aims status and experience
WYCHA.			
Signature and Title of Applicant's Authorized Representative			
September 16, 2025			
Date			
(Must be signed or submitted prior to the requested effective date.	.)	Initial Depo	sit \$

#### STANDARD INSURANCE COMPANY

Employee Benefits - Underwriting 900 SW Fifth Ave. Portland, OR 97204-1282

R	ece	ipt	for	Initial	De	posit
---	-----	-----	-----	---------	----	-------

Received from	, an initial deposit of
\$* in connection with the Application for C	Group Insurance bearing the same date as this conditional receipt.
Date	
This receipt is subject to the terms and conditions below.	
Received By	
L. M. "Matt" Sebesta Jr.	Brazoria County Judge
Name	Title
*All premium checks must be made payable to Standard Insurance Do not make check payable to the producer or leave payee blank.	Company.

#### Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.



Proposal Prepared on: August 25, 2025 Life and AD&D Insurance
Dependent Life Insurance
Long Term Disability Insurance

**Proposed Effective Date:** 

October 1, 2025





# Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2023 was 2 days for clean claims and 3 days for all claims (internal company data as of January 2024).

#### **Covered Members**

Plan 1 Plan 2

An active employee of the Employer working 30 or more hours per week.

An employee of the Employer who retired under the Employer's retirement program.

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Benefit Schedule	Flat \$200,000	Flat \$50,000
Guarantee Issue	Full Benefit	Full Benefit
AD&D Benefit	Matches Life Benefit	n/a
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80	None
Employer Contribution	100%	100%
Minimum Participation	100%	100%

## **Life Highlights**

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Waiver of Premium	Eligible to age 60 Waived to age 65	Not Included
Conversion	Included	Included
Portability	Included	Included
Continuity of Coverage	Included	Included
Repatriation Benefit	Included	Included
Travel Assistance	Included	Included
Life Services Toolkit	Included	Included



# AD&D Highlights

	Basic - Actives Plan 1	Basic- Retirees Plan 2	
Loss of life	100% (including disappearance and exposure)	n/a	
Loss of one hand or one foot	50%	n/a	
Loss of sight of one eye	50%	n/a	
Loss of speech	50%	n/a	
Loss of hearing in both ears	50%	n/a	
Any combination of the above losses	100%	n/a	
Loss of thumb and index finger of same hand	25%	n/a	
Quadriplegia	100%	n/a	
Triplegia	75%	n/a	
Paraplegia	75%	n/a	
Hemiplegia	50%	n/a	
Uniplegia	25%	n/a	
Seat Belt Benefit	10% of AD&D benefit payable up to \$25,000	n/a	
Air Bag Benefit	5% of AD&D benefit payable up to \$5,000	n/a	
Helmet Benefit	10% of AD&D benefit payable up to \$5,000	n/a	
Family Benefits Package	Included	n/a	
Portability	Included	n/a	
Loss of one arm or one leg	75%	n/a	
Loss of four fingers of the same hand	20%	n/a	
Loss of all toes on the same foot	20%	n/a	
Loss of thumb or the fifth finger (pinky)	15%	n/a	
Assault Benefit	50% of AD&D benefit up to \$25,000	n/a	
Public Transportation Benefit	AD&D benefit payable up to \$200,000	n/a	
Coma	5% of AD&D benefit payable per month for 11 months, remainder of AD&D benefit the 12th month	n/a	
Brain Damage	100%	n/a	
Third Degree Burn	Included	n/a	
Adaptive Home and Vehicle Benefit	Expenses up to lesser of 2.5% of AD&D benefit payable or \$2,500	n/a	
Artificial Limb Benefit	Expenses up to lesser of 25% of AD&D benefit payable or \$5,000	n/a	
Line of Duty Benefit	AD&D Benefit payable up to \$50,000	n/a	



#### **Additional Plan Design Details**

- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.

#### Plan 1

- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- The Family Benefits Package includes:
  - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
  - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
  - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet.
- The Third Degree Burn Benefit pays the following:
  - 100% of the AD&D benefit payable for third degree burns covering 75% to 100% of the body.
  - 75% of the AD&D benefit payable for third degree burns covering 50% to 74% of the body.
  - 50% of the AD&D benefit payable for third degree burns covering 25% to 49% of the body.
  - 25% of the AD&D benefit payable for third degree burns confined to the face.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Payment for AD&D losses, including any coma benefit, brain damage benefit or third degree burn payments, for the same accident cannot exceed 100% of the AD&D Insurance Benefit.
- An Assault Benefit is included and provides an additional benefit if a member suffers death or dismemberment as a result of an act of physical violence at work that is punishable by law
- The Line of Duty Benefit is included for Public Safety Officers. It provides an additional AD&D benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty.



#### **Additional Plan Design Details (continued)**

- An automated portability and conversion notification service is included. Based on data provided by the policyholder, The Standard will notify members of potential eligibility for conversion and/or portability.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

#### Plan 2

• Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency with a maximum payout period through the initial rate guarantee. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.



#### Cost

	Basic - Actives Plan 1	Basic- Retirees Plan 2	
Life			
Members	1,490	37	
Volume	\$291,590,000	\$1,850,000	
Rate: Per \$1,000	.198	2.150	
Monthly Premium	\$57,735	\$3,978	
AD&D			
Members	1,490	n/a	
Volume	\$291,590,000	n/a	
Rate	.024 per \$1,000	n/a	
Premium	\$6,998 monthly	n/a	
Total Billed Premium	\$64,733	\$3,978	
Rate Guarantee	3 years	3 years	

#### **Assumptions**

- · Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume Life and LTD will be purchased as a package.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.
- Series 20.

#### Plan 1

• This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

#### **Conditions**

#### Plan 1

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D must match the benefit amount for Basic Life.

#### **More Information**

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here: http://www.standard.com/group-life-add



# Dependent Life Insurance

#### **Covered Members**

An active employee of the Employer working 30 or more hours per week.

	Spouse		
Benefit Schedule	Increments of \$5,000		
Maximum Benefit	\$150,000		
Minimum Benefit	\$5,000		
Guarantee Issue	\$25,000		
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80		
Employer Contribution	0%		
Minimum Participation	20%		

## **Life Highlights**

	Spouse		
Waiver of Premium	Not Included		
Conversion	Included		
Portability	Included		
Continuity of Coverage	Included		

## **Additional Plan Design Details**

- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.



#### Cost

	Spouse						
Life							
Members				150			
Volume	\$9,945,000						
Rate: Per \$1,000	Lives	Lives Age Rate Volume Pr					
	1 8 17 23 20 29 25 17 7 3 0	0-29 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75-999	.072 .080 .090 .125 .178 .310 .525 .817 1.454 3.172 12.027	\$25,000 \$500,000 \$1,395,000 \$1,875,000 \$1,380,000 \$1,855,000 \$1,545,000 \$965,000 \$280,000 \$125,000	\$2 \$40 \$126 \$234 \$246 \$575 \$811 \$788 \$407 \$397 \$0		
Monthly Premium			'		\$3,626		
Rate Guarantee					3 years		

#### **Assumptions**

• Final Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 20%.

#### **Conditions**

- Until coverage has been in force for two years (one year in Colorado, Minnesota, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Increases in elected benefit amounts from the current plan to this plan.
  - Spouses who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.
  - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in Basic Life to enroll in the Spouse Life plan.
- Spouse Life can't exceed 100% of member's enrolled benefit for Basic Life.

**Proposed Effective Date** October 1, 2025

Prepared for: Brazoria County



## **More Information**

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here: https://www.standard.com/group\_life\_add

Plan 1- 4266671;



# Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

#### **Covered Members**

A regular employee of the Employer working 17.5 or more hours per week.

	Croup LTD
	Group LTD
Benefit Schedule	60%
Insured Predisability Earnings	\$16,667
Maximum Monthly Benefit	\$10,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 Days
Maximum Benefit Period	To age 65
Guarantee Issue Benefit Amount	Full Benefit
<b>Employer Contribution</b>	100%
Minimum Participation	100%
Taxability of Benefits	Taxable
Own Occupation Period	24 Months
Partial/Residual Disability	Included
Preexisting Condition Period	3/12
Mental & Nervous Limitation	24 months
Substance Abuse Limitation	24 months
Other Limited Conditions	24 months
Return to Work Incentive	24 months
Employee Assistance Program	Included: 3 face-to-face

Plan 3- 4284726;



### **Additional Plan Design Details**

- An Assisted Living Benefit (ALB) is an additional benefit up to a separate monthly maximum of \$5,000, which provides a total benefit
  equal to 80% of insured income replacement, if a disabled member is unable to perform two or more activities of daily living and/or
  suffers from severe cognitive impairment lasting 90 days or more.
- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- 24-month Family Care Expenses Adjustment.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- · Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

Plan 3- 4284726;



#### Cost

	Group LTD		
Members	1,490		
Volume	\$8,119,191		
Rate: Percent of earnings	.360		
Monthly Premium	\$29,229		
Rate Guarantee	3 years		

### **Assumptions**

- · Rates assume Life and LTD will be purchased as a package.
- Sick leave payable to the member will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- · Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Public Employee Retirement System.
- · Rates include electronic documents. Printed certificates are available for an additional cost.
- · Rates assume billing is centralized in one location.

#### **Conditions**

- · Rate assumes that coverage is currently in force.
- · Confirmation that you participate in Public Employee Retirement System is required.

#### **More Information**

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: http://www.standard.com/ca-group-long-term-disability Click here for all other states: http://www.standard.com/group-long-term-disability



#### **Producer Compensation Disclosure**

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 15% commission included for Life and LTD.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit <a href="https://www.standard.com/financial-professional/insurance-benefits/compensation">www.standard.com/financial-professional/insurance-benefits/compensation</a>. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

#### About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on November 23, 2025, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

#### Financial Strength Ratings

For information about our Financial strengths ratings visit: https://www.standard.com/about-standard/company/financial-strength

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

### **EXHIBIT A – REQUIRED DOCUMENTS**

Note: In order to sign the following documents electronically and insert an authorized signature into the PDF, you will need to use the <u>latest version of Adobe Reader</u>. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.

- 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

# BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

LEGAL NAME OF CONTRACTING				
93-0242990	05-322-4098			
FEDERAL I.D. # (Company or Corpor	ation) DUN & BRADSTR	DUN & BRADSTREET D-U-N-S NUMBER		
800-628-8600	971-321-6808			
TELEPHONE NUMBER	FACSIMILE NUMI	BER		
Sean Feeley	Employee Benefits Sp	pecialist, GBDS		
CONTACT PERSON	TITLE			
1100 SW 6th Avenue	Portland, OR	97204		
COMPLETE MAILING ADDRESS	CITY & STATE	ZIP CODE		
1100 SW 6th Avenue	Portland, OR	97204		
COMPLETE STREET ADDRESS	CITY & STATE	ZIP CODE		
sean.feeley@standard.com EMAIL ADDRESS				
CERTIFICATION				
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.

Cristee Plambeck	
SIGNATURE "must be authorized to execute on behalf of company"	DATE
CrisDee Plambeck	VP, Product & Business Development
Typewritten or Printed Name	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 an 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 sea
- ctober

	of Texas, Tex. Bus. & Com. Code, Section 15.01, et see.					
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	ıty.				
	********************					
B	DDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRM	ATION				
	Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of Bidder/Respondent, hereby affirms that Bidder/Respondent:	August 9, 2005,				
	(Please check all that are applicable)					
	X Is not excluded from doing business at the federal level.					
	Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and comp controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such narcotics traffickers designated under programs that are not country-specific).	anies owned or as terrorists and				
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 Pu Department PRIOR to execution.	rchasing				
Bidde	Respondent Company Name Standard Insurance Company					
	re of Company Official zing the Bid/Offer Date					
	ny Official CrisDee Plambeck					
Offici	's Position VP, Product & Business Development					

#### 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.

Cristie Plambeck
Signature/Authorized Certifying Official
CrisDee Plambeck, VP, Product & Business Development
Typed Name and Title
Standard Insurance Company
Applicant / Organization
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	Status of Federal Action:  a. bid/offer/application b. initial award c. post-award		Report Type: a. initial filing b. material change
Name and Address of Reporting Entity:  Prime Subawardee Tier, if Known:  N/A		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  N/A	
Congressional District, if know	wn:	Congression	onal District, if known:
Federal Department/Agency:			ram Name/Description:
N/A		CFDA Number, if applicable: N/A	
Federal Action Number, if known:		9. Award Amount, if known:	
N/A		s N/A	
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		0:	Dr. Olandad
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.		Print Name: CrisDee Plambeck  Title: VP, Product & Business Development  Telephone No.: 800-628-8600 Date:	
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)

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

	_ Company does not have exceptions (If applicable, check here)	
	Or	
X	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.)	

**Exceptions to Standard Terms and Conditions** 

6. INTERLOCAL PARTICIPATION

We reserve the right to individually underwrite each entity. We will rate each entity according to its risk profile and characteristics. This includes:

- Plan design
- Demographics
- Past claims experience (if applicable)

#### 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.

# Exceptions to Standard Terms and Conditions (continued) 20. TERMINATION OF CONTRACT

Brazoria County may terminate the group policy at any time by giving The Standard written notice. The effective date of termination will be the later of:

- 1. The date stated in the notice; or
- 2. The date we receive the notice.

Brazoria County will be responsible for all premiums due and payable up to the date of termination of the policy. The Standard may terminate the group policy as follows:

- 1. If premium is not paid by the end of the grace period, the group policy will terminate automatically at the end of the grace period.
- 2. On any premium due date if the number of persons insured is less than the minimum participation shown in the Coverage Features of the group policy.
- 3. On any premium due date if we determine that the policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the group policy.

For 2 & 3 above, the minimum advance notice of termination by us is 31 days.

#### 25. CONTRACTOR'S LIABILITY

This is not applicable to the insurance products being quoted.

#### 27. WARRANTY

The UCC does not apply to contracts for services.

#### 28. ASSIGNMENT

To the extent The Standard proposes to enter into an assignment solely and exclusively connected to providing group insurance coverage to Brazoria County, we are willing to obtain prior written consent.

#### 31. RIGHT TO AUDIT

The Standard will permit Brazoria County or an agreed-upon, third-party auditor (not a competitor) to perform audits or inspections of pertinent books and records. We require audits to be conducted at one of The Standard's primary business locations and be subject to applicable privacy and confidentiality laws and The Standard's internal privacy and confidentiality policies and procedures. Access to claim records requires written authorization from the insured.

Prior to the audit or inspection, we will hold a discussion between all parties (client, third party auditor/inspector, and The Standard) to determine the desired process, as well as the amount of staff time required. If the third-party auditor/inspector anticipates a charge for time based on the audit request, we will discuss these fees and agree to terms prior to any audit.

# NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS OREGON, County of Multnoma	h			
OWNER				
Before me, the undersigned authority, on this day personal	ly appeared CrisDee Plar	nbeck		
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				
Standard Insurance Company ("Contractor"	'), of and is fully cognizant	of the fact herein set out: th	at Contractor has	
not, either directly or indirectly, entered into any agreement	t with OWNER in any coll	ision: or otherwise taken any	action in restraint	
of free competitive bidding in connection with the contract for the above referenced project.				
	CrisDee Plambeck			
-				
-	CrisDee Plambeck		Development	
Name		Title		
SWORN TO AND SUBSCRIBED BEFORE ME by the sa	id CrisDee Plambeck	, this	_ day of	
, 20, to certify which witness my hand and seal of office.				
NOTARY PUBLIC in and for	S CONTRACTOR OF THE PARTY OF TH	OFFICIAL STAMP		
		KAREN LYNN HAWKS NOTARY PUBLIC - OREGON		
State of	T859 MY COL	COMMISSION NO. 1043475 AMISSION EXPIRES DECEMBER 13, 2027		
Printed Name:	Manuscriptus and militarior for success or the success and an evaluation residence for an extension of militarior and an extension of the exte		•	

My Commission Expires:\_\_\_\_\_

# 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.	OFFICE USE ONLY			
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.				
1 Name of vendor who has a business relationship with local governmental entity.				
Not applicable				
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.				
Not applicable				
Name of Officer				
4 Describe each employment or other business relationship with the local government offi				
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.				
Texas Local Government Code section176.006(a)(1) - (3) expressly d	escribes when the			
Conflict of Interest form is required. To our knowledge no such relation				
under the terms of applicable law, the form is not legally required by the				
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 of the local government officer or a family member of the officer AND the taxable local governmental entity?				
Yes No				
Describe each employment or business relationship that the vendor named in Section 1 m	naintains 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.				
Not applicable				
Νοι αμφιισαρίε				
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(b) (a) (b) (c) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d				
7 CrisDee Plambeck VP, Product and Business				
Development (MS/W PlambUL)				
Signature of vendor doing business with the governmental entity	Date			

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - $\begin{tabular}{ll} \hline (i) a contract between the local governmental entity and vendor has been executed; \\ \hline \end{tabular}$
      - (ii) the local governmental entity is considering entering into a contract with the
    - vendor;
      (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:

officer becomes aware that:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a):
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

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

CrisDee Plambeck	
SIGNATURE "must be authorized to execute on behalf of company"	DATE
CrisDee Plambeck	VP, Product & Business Development
Typewritten or Printed Name	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 <u>552.301</u>:
- (1) a request for an attorney general's decision under Section <u>552.301(b)</u> 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 <u>552.301(d)</u> 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 <u>552.301(e)</u> 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 <u>552.301(e-1)</u> 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  $\underline{552.302}$  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 <u>552.301(b)</u>, (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 <u>552.301</u> 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 <u>552.374</u>(c) applies, a bid for a contract described by Section <u>552.371</u> and the contract must include the following statement: "The requirements of Subchapter J, Chapter <u>552</u>, 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 <u>552.371</u> 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 <u>552.371</u> 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 <u>552.374(c)</u> 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 <u>552.371</u> 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 <u>552.373</u>;

- (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 <u>Public Law 115-232</u>, "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.

Standard Insurance Company
COMPANY NAME
CrisDee Plambeck
SIGNATURE OF COMPANY REPRESENTATIVE
CrisDee Plambeck
PRINTED NAME
VP, Product & Business Development
TITLE
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:	Sean Feeley
Title:	Employee Benefits Specialist
Email Address:_	sean.feeley@standard.com
Phone Number:	(971) 321-8738
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 <b>Resident Proposer</b> .	
X I certify that my company is a Nonresident Propose	er.
If your company is a Nonresident Proposer, you must provide the tocompany's principle place of business is located):	following information for your resident state (the state in which your
Standard Insurance Company	
Company Name	
1100 SW 6th Avenue	
Address	
Portland	
City	
OR	
State	
97204	
Zip Code	
	rinciple place of business is in Texas to under-price proposers ibed amount or percentage to receive a comparable contract?
B. What is the prescribed amount of percentage? \$	or%

# BRAZORIA COUNTY VENDOR DATA SHEET

New Vendor Business Name Change  VENDOR NAME  Standard Insurance Company  Sean Feeley  COMPLETED BY: 05-322-40  SAM.GOV: VENDOR D & B DUNS NUMBER: 05-322-40  Is vendor incorporated? XYes No; If incorporated: How incorporated in past two (2) years? Yes X	DATE FORM COMPL  DATE FORM COMPL  CAGE  Corporation Where incomp	ETED: 8/07/2025			
FORMER NAME:					
1100 SW 6th Avenue	Portland	OR 97204			
PHYSICAL STREET ADDRESS (Cannot be P.O. Box)	CITY	STATE / ZIP			
CrisDee Plambeck	VP, Product & Business Development	(800) 628-8600			
PRIMARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #			
CrisDee Plambeck	(risDu plambuk crisdee.plambeck@standard.com				
SIGNATURE OF ABOVE INDIVIDUAL	EMAIL ADDRESS				
		()			
SECONDARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #			
SIGNATURE OF ABOVE INDIVIDUAL www.standard.com	EMAIL ADDRESS				
WEBSITE ADDRESS					
TESTI INDICES					
REMITTANCE INFORMATION					
	NAME (If different from above)				
Standard Insurance Company, PO Box 6367	Portland	OR 97228			
REMIT TO ADDRESS	CITY	STATE / ZIP			
Billing Dept	(800) 348-3226	(971) 321-5737			
CONTACT PERSON/TITLE	TELEPHONE #	FACSIMILE #			
ebpapremiums@standard.com  EMAIL ADDRESS	Is this the only remit address you have? If no, please provide information:	XYes No			

# Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

# 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	е ус	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.									
٠,	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the orentity's name on line 2.)	wner's na	me (	on line	1, and	d ent	er the	busin	ess/dis	regarded
	Sta	ndard Insurance Company									
	2 Business name/disregarded entity name, if different from above.							1 , 4			
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.  4 Exemptions (codes apply or certain entities, not individual see instructions on page 3):  Individual/sole proprietor  C corporation  S corporation Partnership Trust/estate						duals;					
LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Exempt payee code (if a					if any)	5					
Individual/sole proprietor  C corporation  Partnership  Trust/estate  LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)  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)  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					oorting						
Pri								_			-
Specif	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership in this box if you have any foreign partners, owners, or beneficiaries. See instructions	nterest, c	hecl		(A				nts mair ted Stat	
See	5	Address (number, street, and apt. or suite no.). See instructions.	Request	er's	name a	and ac	ddres	ss (opt	ional)		
0,	110	00 SW Sixth Avenue									
	6	City, state, and ZIP code									
	Po	rtland, OR 97204									
	7	List account number(s) here (optional)									
Par	t I	Taxpayer Identification Number (TIN)									
Enter	you	TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid	Soc	cial se	curity	num	nber			
		ithholding. For individuals, this is generally your social security number (SSN). However, for	or a			_			_		
		lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	.								
TIN, la		is your employer identification number (EIN). If you do not have a number, see How to ge	ı a	or						_	
				Em	ployer	ver identification number					
		the account is in more than one name, see the instructions for line 1. See also What Name is Give the Requester for guidelines on whose number to enter.	and	9	3	- 0	2	4	2	9 9	0
Part	Part II Certification										
Under	per	nalties of perjury, I certify that:									
1. The	nur	nber shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to	be is	sued	to m	ne); ar	nd		
Ser	vice	t subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest cer subject to backup withholding; and					-				
3. I an	nal	J.S. citizen or other U.S. person (defined below); and									
4. The	FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin	g is corr	ect.							
becaus acquis	se y sitior	on instructions. You must cross out item 2 above if you have been notified by the IRS that y ou have failed to report all interest and dividends on your tax return. For real estate transacticn or abandonment of secured property, cancellation of debt, contributions to an individual retinterest and dividends, you are not required to sign the certification, but you must provide you	ons, item irement a	2 de arrar	oes no ngeme	t app nt (IR	ly. F A), a	or mo and, g	ortga: enera	ge inter ally, pa	est paid, ments
Sign Here		Signature of U.S. person	ate	1	10	/2	20	5			
0	-	New line 3h has h	een add	ed t	o this	form	Δfl	10W-+k	nrou i	ıh entit	v ie

## **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 <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.

#### 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

Form W-9 (Rev. 10-2018) Page **2** 

By signing the filled-out form, you:

- 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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.
- 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 his or her 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 his or her 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 allen 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 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,
- 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 under 4 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.

Also see Special rules for partnerships, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. 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: 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 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. 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.
- d. 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. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

#### Line 3

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

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
not disregarded for U.S. federal tax purposes.	
Partnership	Partnership
Trust/estate	Trust/estate

#### 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 in 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 possession, 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 possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9\!-\!\text{An}$  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
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. 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 1-800-772-1213. 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

**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.

<sup>&</sup>lt;sup>2</sup> 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.

- 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
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
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
<ol><li>a. The usual revocable savings trust (grantor is also trustee)</li></ol>	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 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:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
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

For this type of account:	Give name and EIN of
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2\fi)(B))	The trust

- <sup>1</sup> 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.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> 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.) Also see *Special rules for partnerships*, earlier.
- \*Note: The grantor also must provide a Form W-9 to trustee of trust. 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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. 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.ldentityTheft.gov* and Pub. 5027.

Visit 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent Information.

# EXHIBIT B – VENDOR'S RESPONSE

# EXHIBIT B – THE FOLLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR RFP RESPONSE:

- PRICING
- VENDOR RESPONSE TO EVALUATION CRITERIA
- SIGNED ADDENDA (if applicable)
- ADDITIONAL VENDOR SUBMITTED ATTACHMENTS

# BRAZORIA COUNTY PRICING

# **VENDOR TO INSERT PRICING HERE**

# Brazoria County Basic Life and AD+D Benefit Summay

BASIC LIFE BENEFITS	MetLife	MetLife	The Standard	The Standard
	Current Active Employees	Current Retirees	Proposed	Proposed
Class Description	Active FTE Working at least 40 hours per week	Retired Employee	Active FTE Working at least 40 hours per week	Retired Employee
Definition of Earnings	NA NA	NA NA	NA NA	NA NA
Basic Life Schedule	Flat \$200,000	Flat \$50,000	Flat \$200,000	Flat \$50,000
Maximum Benefit	\$200,000	\$50,000	\$200,000	\$50,000
Guarantee Issue Amount	\$200,000	\$50,000	\$200,000	\$50,000
Employee Paid Spouse Life	Increments of \$5,000 to \$150,000	\$30,000	Increments of \$5,000 to \$150,000	\$30,000
Spouse Guaranteed Issue	\$25,000		\$25,000	
Spouse duranteed issue	65 but less than 70 - 35%		65 but less than 70 - 35%	
	70 but less than 75 - 55%		70 but less than 75 - 55%	
	75 but less than 80 - 70%		75 but less than 80 - 70%	
Age Reduction Schedule	80 or older - 80%	N/A	80 or older - 80%	N/A
Terminates at Retirement		N/A No		No No
Waiver of Premium	Yes	NA NA	Yes	NA NA
	Disabled prior to 60, Coverage continues to 65		Disabled prior to 60, Coverage continues to 65	
Waiver of Premium Trigger	Employer	NA NA	Employer	NA
Accelerated Death Benefit	Up to 80% of Basic Life	Up to 80% of Basic Life	Up to 80% of Basic Life, \$500,000 max	NA .
Conversion	Included	Included	Included	Included
Portability	Included	Not Included	Included	Not Included
BASIC AD&D BENEFITS	MetLife	MetLife		
Class Description	Matches Life		Matches Life	
Definition of Earnings	Matches Life		Matches Life	
Basic Life Schedule	Matches Life		Matches Life	
Maximum Benefit	Matches Life		Matches Life	
Age Reduction Schedule	Matches Life		Matches Life	
Seatbelt	Included		Included	
Air Bag	Included	Not Included	Included	Not Included
Common Carrier Benefit	Included		Included	
Education	NA NA		Included	
Child Care (per child)	NA NA		Included	
Transportation/Repatriation	NA NA		Included with Basic Life	
Business Travel	NA NA		NA	
Bereavement Counseling	Included		Included	
FINANCIALS	included		included	
Volume			\$291,590,000	\$1,850,000
	\$0.198	\$2.151	\$291,590,000	\$2.150
EE Rate (per \$1,000) - Life	\$0.024	\$2.131 NA	\$0.024	NA
EE Rate (per \$1,000) - AD&D	30.024	ING	Ş0.024	INA
Danish dank Consume Life Date:				
Dependent Spouse Life Rate:	\$0.072		60.073	
<30	\$0.072		\$0.072	
<30 30-34	\$0.073		\$0.080	
<30 30-34 35-39	\$0.073 \$0.082		\$0.080 \$0.090	
<30 30-34 35-39 40-44	\$0.073 \$0.082 \$0.125		\$0.080 \$0.090 \$0.125	
<30 30-34 35-39 40-44 45-49	\$0.073 \$0.082 \$0.125 \$0.178		\$0.080 \$0.090 \$0.125 \$0.178	
<30 30-34 35-39 40-44 45-49 50-54	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310	Not Included
<30 30-34 33-39 40-44 45-49 50-54 55-59	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525	Not Included
<30 30-34 35-39 40-44 45-49 50-54	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817	Not Included
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454	Not Included
<30 30-34 33-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172	Not Included
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454	Not Included
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172	Not Included	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	
<30 30-34 33-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027		\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	37
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	100%	\$0.080 \$0.090 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	37 100%
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	100% 100%	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	37
<30 30-34 30-34 33-39 40-44 45-49 50-54 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	100%	\$0.080 \$0.090 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	37 100%
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	100% 100%	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	37 100% 100%
<30 30-34 30-34 33-39 40-44 45-49 50-54 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work	\$0.073 \$0.082 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	100% 100%	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	37 100% 100%
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Actively at Work Actively at Work Takeover Provision	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  100% Required Included 10/1/2024	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% Required Continuity of Coverage 10/1/2025	37 100% 100% NA 10/1/2025
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Actively at Work Takeover Provision Effective Date	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027	100% 100% N/A	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% 100% Required Continuity of Coverage 10/1/2025 36 months	37 100% 100% NA
<30 30-34 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Takeover Provision Effective Date Rate Guarantee Are you providing a first year	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027 \$100% \$100% \$100% \$100% \$100% \$100% \$1000%	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% Required Continuity of Coverage 10/1/2025	37 100% 100% NA 10/1/2025
<30 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Takeover Provision Effective Date Rate Guarantee Rate Guarantee Are you providing a first year Implimentation Credit for the County? I	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027 \$100% \$100% \$100% \$100% \$100% \$100% \$1000%	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% 100% Required Continuity of Coverage 10/1/2025 36 months	37 100% 100% NA 10/1/2025
<30 30-34 30-34 33-39 40-44 45-49 50-54 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Takeover Provision Effective Date Rate Guarantee Are you providing a first year Implementation Credit for the County? I so, what amount is proposed?	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027 \$100% \$100% \$100% \$100% \$100% \$100% \$1000%	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% Required Continuity of Coverage 10/1/2025 36 months Yes. \$39,000 for Life and LTD package.	37 100% 100% NA 10/1/2025
<30 30-34 30-34 33-39 40-44 45-49 50-54 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Takeover Provision Effective Date Rate Guarantee Are you providing a first year Implimentation Credit for the County? I so, what amount is proposed? Are you providing an annual	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$1.2027  100% 100% Required Included 10/1/2024 NA	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% 100% Required Continuity of Coverage 10/1/2025 36 months	37 100% 100% NA 10/1/2025
<30 30-34 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Actively at Work Takeover Provision Effective Date Rate Guarantee Are you providing a first year Implmentation Credit for the County? Iso, what amount is proposed? Are you providing an annual communications/technology allowance	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$1.2027  100% 100% Required Included 10/1/2024 NA	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% Required Continuity of Coverage 10/1/2025 36 months Yes. \$39,000 for Life and LTD package.	37 100% 100% NA 10/1/2025
<30 30-34 30-34 33-39 40-44 45-49 50-54 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Takeover Provision Effective Date Rate Guarantee Are you providing a first year Implementation Credit for the County? Iso, what amount is proposed? Are you providing an annual communications/technology allowance for the County? If so, what amount is	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$1.2027  100% 100% Required Included 10/1/2024 NA	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% Required Continuity of Coverage 10/1/2025 36 months Yes. \$39,000 for Life and LTD package.	37 100% 100% NA 10/1/2025
<30 30-34 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75+  Number of Employees Employer Contribution Participation Requirement Actively at Work Actively at Work Takeover Provision Effective Date Rate Guarantee Are you providing a first year Implmentation Credit for the County? Iso, what amount is proposed? Are you providing an annual communications/technology allowance	\$0.073 \$0.082 \$0.125 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$1.2027  100% 100% Required Included 10/1/2024 NA	100% 100% N/A 10/1/2024	\$0.080 \$0.090 \$0.125 \$0.178 \$0.310 \$0.525 \$0.817 \$1.454 \$3.172 \$12.027  1490 100% Required Continuity of Coverage 10/1/2025 36 months Yes. \$39,000 for Life and LTD package.	37 100% 100% NA 10/1/2025

## Brazoria County LTD Benefit Summary

LTD BENEFITS	Lincoln Financial	The Standard
	Current	PROPOSED
Class Description	ALL FTE (Min. 17.5 hours per week)	ALL FTE (Min. 17.5 hours per week)
Definition of Earnings	Base Annual Earnings	Base Annual Earnings
Monthly Percentage	60% of monthly salary up to \$5,000 per month	60% of monthly salary up to \$5,000 per month
Monthly Maximum	\$5,000	\$5,000
Guarantee Issue	\$5,000	\$5,000
Minimum Benefit	\$100	\$100
Elimination Period	180 days	180 days
Maximum Benefit Duration	To Age 65	To Age 65
Definition of Own Occ/Any Occ	24 months	24 months
Social Security Integration	Included	Included
Survivor Benefit	Included	Included
Pre-existing Limitations	3/12	3/12
Mental/Nervous Limits	2 Years per	24 months
Drug & Alcohol Limits	2 Years per	24 months
Self-reported Limitations	24 months	24 months
Mandatory Rehab	Not Included	Included
Family Care Benefit	Included	Included
Return to Work	Included	Included
EAP Program	Included	Included
FINANCIALS		
Covered Payroll		\$7,829,484.00
Rate (per \$100)	\$0.65	\$0.39
Number of Employees		1490
Employer Contribution	100%	100%
Participation Requirement	100%	100%
Actively at Work	Required	Required
Actively at Work Takeover Provision	Included	Continuity of Coverage
Effective Date	10/1/2024	10/1/2025
Rate Guarantee	NA	36 months
Are you providing a first year		Yes. \$39,000 for Life and LTD package.
Implmentation Credit for the County? If		
so, what amount is proposed?		
Are you providing an annual		3% Benefit Administration Technology Offset
communications/technology allowance for		
the County? If so, what amount is		
proposed?		
AM Best Rating		

## VENDOR TO INSERT RESPONSE HERE

# (Include the information below in the specified order)

- Claims Processing Methodology: (5 pages maximum)
  - o This includes, but is not limited to the following:
    - Turnaround time, excluding medical review of claims;
    - General Service procedures; and
    - Dedicated Service Team
- Financial Stability: (3 pages maximum)
  - Provide information concerning the firm's financial stability and describe the ability to provide the necessary resources to maintain ongoing support.
  - o Must have an AM Best Rating of A- or higher.
- References/Past Performance: (1 page maximum)
  - o Provide an active and terminated reference (the active client must not be Brazoria County)
- Minimum Qualifications: (1 page maximum)
  - o Require five years in business
  - o Length of time in business
- Additional Company Information (2 page maximum)
  - Include any other additional information that will provide further insight as to your company's qualifications in providing services

<sup>\*</sup>Please note page requirements may be flexible if the information included in the response is relevant to the information requested above.

#### Claims Processing Methodology: (5 pages maximum)

- This includes, but is not limited to the following:
  - Turnaround time, excluding medical review of claims;
  - General Service procedures; and
  - Dedicated Service Team

## **Life Claim Adjudication Process**

The Standard's Group Life Proof of Death Claim Form is completed and submitted to The Standard along with the following:

- A copy of the death certificate;
- The original enrollment form;
- The completed beneficiary statement or any change of beneficiary forms;
- Photocopy of dues record if a member of a union;
- Any supporting documentation (i.e. police reports, newspaper articles, etc) if AD&D claim.

A toll-free number and fax number will be provided for employer assistance. The Standard's Life and AD&D claim form packets are available electronically for printing through our customized on-line dedicated service. The claim forms include employer instructions that provide help in completing the forms.

When the above information has been received by The Standard:

- A Staff Assistant reviews the claim for completeness and then sets up the claim file and assigns it to the Life Benefits Examiner or Life Benefits Analyst or Senior Analyst who will manage the claim, depending on the complexity of the claim.
- 2. The Life Benefits Examiner/Analyst reviews the claim for completeness, and makes a determination within 7 business days. All benefit determinations are based on the provisions of the Group Policy as well as any information received in connection with the claim. If additional information is needed, a written request is sent and the claim is pended for follow-up.
- 3. All approved claims are reviewed for accuracy. After a claim is approved, the beneficiary will have the following two options available to them.

#### Standard Secure Access

This option is the default\* for amounts of \$25,000 or more (per beneficiary). This is an interest-bearing draft account set up in the beneficiary's name to use as the beneficiary wishes. Life insurance benefits are safely deposited into the account and can be accessed by check, up to the full balance of the account. Checks can be written in amounts of \$250 or more. There are no monthly service fees, no per-check charges, no charges for additional checks, and no penalties for withdrawal. Funds begin earning interest the day they are deposited, with interest compounded daily and added to the account on the last day of the month. The interest rate is a variable short-term rate.

## Lump Sum Payment

A check is requested and a transmittal is prepared. The check is mailed to the beneficiary the following day. A lump sum payment will be sent directly to the beneficiary if less than \$25,000. \*Beneficiaries of group life policies issued in CA, FL, KY, LA, MD, and RI must select the payment option at the time of claim.

In cases where benefits are denied, a letter is sent to all those involved with the claim (beneficiary, employer/policyholder, etc.) summarizing the decision and outlining the reason for the denial.

The beneficiary(s) are provided with a detailed explanation of the pertinent policy provisions, the facts as they apply to the contract, and the reason(s) of the declination or the limitation of benefits.

The Standard Life Benefits Analyst will also contact the employer by telephone to explain the rationale of our decision.

Decisions to deny or limit benefits are reviewed by the Life Benefits Supervisor or Senior Life Benefits Analyst and, depending on the fact situation, our legal counsel and other management personnel.

When the claim is closed, it is filed in the department for easy access.

#### **Life Claim Turnaround Time**

Once all pertinent claim information has been received, the turnaround time to process a life claim will be 7 business days (from the receipt of the initial claim, to the date the check is mailed to the beneficiary).

If all claim information has not been received or if additional information is needed, then the claim will be pended. A letter will be sent within 7 business days to the beneficiary, employer and outside agency (if necessary) notifying them of the reasons for pending the claim, and what additional information will be needed to finalize the claim adjudication process. Group Life Benefits will follow-up on the information requested to process the claim every 15 days.

#### **AD&D Claim Adjudication Process**

Accidental Death claims are filed on the same Proof of Death claim form as Life Insurance claims. The packet is then sent to The Standard along with any pertinent information, including:

- Medical records
- Newspaper clippings
- Police and accident reports
- Any other available information regarding the accident

Accidental Dismemberment claims are filed using a separate packet. The following individuals' complete portions of the packet:

- The claimant
- The policyholder
- The claimant's physician

Once we receive the claim packet (for either type of claim), we triage and assign the claim. An Analyst or Senior Analyst reviews and adjudicates the claim. We request any additional information at this time. Once we determine to pay the claim, we pay by Lump Sum Check or Standard Secure Access account.

#### **LTD Claim Adjudication Process**

All claim forms are routed through our Claim Intake Service Center. Once we receive a complete claim, it is assigned for review.

We assign claims to our Benefits team based on complexity. Once assigned, the LTD department has seven working days to make the initial decision to approve, deny or pend the claim. If we need more information, we will pend the claim, request the information and follow up accordingly. Employees will receive status letters every 15 days until a decision is made. The employee and employer will be told by letter once a decision has been made.

As part of the claim review process, the Benefits team may ask a Nurse Case Manager, Behavioral Health Case Manager and Vocational Case Manager for their input.

• The Nurse Case Manager or Behavioral Health Case Manager focuses on medical information to RFP #25-71 Employee Group Life, AD&D, and LTD

- determine limitations, treatment and potential for return to work.
- The Vocational Case Manager establishes what duties would be required to perform the occupation.

For benefits to become and remain payable, the medical documentation (not just the diagnosis), must support the level of impairment.

Our goal is to work with the employee and their doctor to develop a return-to-work plan. The Nurse Case Manager or Physician Consultant may contact the physician to discuss the patient's condition and how this relates to current and future work capacity. Depending on the medical assessment, the Vocational Case Manager also reviews work-site accommodations. This may include gradual return to work or part time activities with employee and employer to make sure those accommodations are reasonable.

Once we approve an LTD claim, we create a disability management plan based on the projected claim outcome. The activities and resources involved will be different depending on these expectations.

### **Expected to Recover**

This plan is for employees we expect to recover and return to work within 12 months. Our Analysts work with Nurse Case Managers using multiple tools, such as MDGuidelines (Medical Disability Advisor by Presley Reed) in order to determine reasonable medical durations. If the employee's condition changes, a Nurse Case Manager and Vocational Case Manager may become involved.

#### **Severely Disabled with Minimal Chance of Recovery**

This plan is for employees whose clearly defined medical conditions are not expected to improve. Our Benefit Analysts focus on helping to secure other sources of disability income, such as Social Security Disability and Public Employee Retirement Benefits (PERS). They also monitor the employee's condition for any change.

#### Work Capacity with Return to Work Assistance Needed

This plan is for employees who have or are expected to have some ability to work. However, they either cannot go back to their original occupation, or their work ability is not yet known. The majority of LTD claims fall in this option. The Benefits Analyst, Nurse Case Manager and Vocational Case Manager work closely with the employee, physician and employer to ensure treatment is moving toward recovery and viable work options.

Each plan sets the timing and focus of claim actions. Analysts use system diary events, reports and correspondence to track and manage follow-ups. All active LTD claims contain four automated, mandatory review dates at months 5, 9, 14 and 18 after benefits become payable. This ensures that the plan stays on-track.

We provide each customer with customer service support including:

- Local sales and service team expertise
- Designated Benefits Team of Examiners and Analysts
- A manager who oversees the team, claim processing and customer service

#### • Financial Stability: (3 pages maximum)

- Provide information concerning the firm's financial stability and describe the ability to provide the necessary resources to maintain ongoing support.
- o Must have an AM Best Rating of A- or higher.

The Standard was founded in 1906, and our fiscally prudent management approach has helped us take advantage of opportunities and navigate periods of volatility, always ensuring we can keep our financial commitments and grow profitably. This approach is built on the strength of our disciplined financial practices, our sound investment strategies, a unique mix of high-performing businesses, strong products and services and deep expertise. In addition, The Standard is in a period of accelerated growth due to strategic M&A activity and a continued focus on organic growth. We are gaining market share and scalability in group insurance and expanding our benefits distribution channel through innovative partnerships, increasing retirement assets under administration and continuing to add new products and employees to meet and exceed the expectations of our customers.

Our financial strength ratings are reviewed annually. This is done by A.M. Best, S&P and Moody's. Our most recent reviews have affirmed our ratings with a stable outlook. Our A rating at AM Best continues our long-standing record of being one of only a few life/health insurers that have had an A rating or higher from AM Best for more than 75 years in a row.

- References/Past Performance: (1 page maximum)
  - o Provide an active and terminated reference (the active client must not be Brazoria County)

\*The Standard specializes in our ability to provide coverage to our public sector clients. Due to this, we have a significant number of city and government references (both present and former). Please note, the Standard does not provide comprehensive reference information during the initial proposal process. This is a courtesy to our customers. If we are selected as a finalist, we would then provide you with contact information for references from current/previous policyholders. If this does not meet your needs, we would be happy to discuss potential solutions with you. Provided are three examples of current clients and one former client.

#### Current

- 1. City of Shreveport Since 2023 Life, Disability and Supplemental
- 2. City of Longview Since 2017 Life and Disability
- 3. City of Allen Since 2015 Life, Disability and Supplemental

#### Terminated

1. City of Arlington – 2021-2024 - Life and Disability

- Additional Company Information (2 page maximum)
  - Include any other additional information that will provide further insight as to your company's qualifications in providing services

#### Life & AD&D

Brazoria County should choose The Standard as your carrier of choice because we'll help you customize products and services to deliver strong benefits packages and unmatched service. Brazoria County can rely on our expertise in Employee Benefits to help solve your most complex issues. Customers are at the heart of everything we do, and we're focusing on improving the customer experience – and your results.

- 1. Our expertise runs deep
  - Employee benefits are what we do. Your business is our primary focus.
  - Our people know their stuff. Our culture fosters long-term tenure, which means you can count on expertise and innovation.
  - We believe in partnering with brokers and employers at every step.
- 2. Our service model is unmatched
  - Single point of contact to support you
  - There is a deep bench of experts. Behind your primary contact is a team of specialists.
  - You can trust us to get it right. We follow through on our commitments and promises.
- 3. We put people first to make the claims process easy
  - You can rely on our commitment to doing the right thing for employees and their families.
  - Taking care of our claimants is the most important thing we do. We evaluate each claim uniquely and maintain strict quality, accuracy, and timeliness targets.

Brazoria County will work with a consultative team who'll help you provide tailored, competitive benefits. Our people-first approach can help employers have a happier and more productive employees.

Our promise to our customers goes far beyond the benefits check. We designate a Life Benefits analyst for each claim. They expertly and compassionately guide your representative and/or the employee's survivors through the benefits process. We pay Life insurance claims quickly and accurately. This minimizes stress on beneficiaries after the loss of a loved one.

#### Compassionate & Accessible

Here are some key reasons why our customers rate our Group Life Services Department so highly:

- We understand the grief process. All our Life Benefits employees complete annual grief training. This
  helps them better understand the grieving process and recognize when beneficiaries need special
  attention.
- We listen. We train team members to listen carefully and communicate clearly with individuals whose grief may cause confusion or distress.
- We designate a Life Benefits analyst to you. Analysts answer customer questions quickly and accurately. They know our contracts, services and claims process inside and out.
- **We're easy to reach**. Our claims intake specialists can be easily reached through our toll-free telephone service. Claimants may also gain access to the direct line of the Life Benefits analyst handling their claim.

#### **Comprehensive Provisions & Valuable Services**

We provide a comprehensive offering that employers value. This includes Waiver of Premium; Accelerated Benefit; Portability; Travel Assistance. Our Life insurance policies also include our Life Services Toolkit. This helps beneficiaries cope with grief, make important financial decisions, access legal services and more.

We integrate Disability insurance with Waiver of Premium to make the Life insurance claims process easier for RFP #25-71 Employee Group Life, AD&D, and LTD

our customers. When an employee becomes disabled, Life customers who also have LTD coverage with us don't need to submit a separate Life insurance waiver claim.

### **Easy Online Administration**

The Standard leverages technology to serve policyholders more efficiently. Our secure online services, available through our employer portal, help employee benefits managers and policyholders access valuable information and resources, including:

- Billing and payments
- Reports
- Medical evidence
- Claim form submission
- Policy information
- BillPay
- Service and support

#### **Long-term Disability**

The Standard is recognized as a top-ten Group Disability insurance carrier. Our solutions help balance the needs of your business and your employees. The Standard takes a proactive approach to treating the whole person and preventing a leave when possible. We focus disability management on reducing delayed recoveries. This results in reduced disability durations and lower rates of absenteeism. Our individualized approach to stay-at work and return-to-work interventions demonstrates our commitment to your workforce and helps improve employee engagement. We maintain a 90 percent customer-retention rate for national accounts.

**Reasonable Accommodation Expense Benefit** — The Standard may cover up to \$25,000 of approved expenses toward worksite modifications; adaptive equipment, assistive devices, training, and other assistance that results in the covered employee staying at work or returning to work after a disability.

**80% Assisted Living Benefit** — Increases income replacement to up to 80 percent of insured pre-disability earnings for employees whose inability to perform two or more Activities of Daily Living (bathing, continence, dressing, eating, toileting and transferring) or severe cognitive impairment is expected to last 90 days or more.

**On-Site Social Security Assistance** — We have six full time, on-site Social Security Advocates who coach, mentor and represent disabled employees. They help them pursue Social Security Disability benefits. This ensures earlier application for Social Security Disability benefits and reduced overpayments for disabled employees. In 2018, we achieved a 98 percent award rate for The Standard.

A host of additional features further strengthens our Disability product offering, including: Flexible Plan Designs — We design policies with the flexibility to meet the demands of employers with special requirements or those looking to match the benefits of their existing plans. This process can include: Family Care Expense Adjustment; Dependent Education Benefit; Lifetime Security Benefit; Annuity Contribution Benefit.

Public employers have unique needs. These include: special administrative requirements and reporting needs; integration with other benefits and programs; union representation; employee classification; funding requirements; budget concerns.

# SIGNED ADDENDA (IF APPLICABLE)

# VENDOR TO INSERT SIGNED ADDENDA HERE

# BRAZORIA COUNTY ADDENDUM NUMBER 1

#### RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB/CSP/RFP/RFSQ PACKAGE.

This Addendum modifies the RFP #25-71 package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. Information Including Census Data:

Standard Insurance Company

County Purchasing Director

2.1 Information including the Census, Life AD&D and Long Term Disability claims history, plan policies and certificates and the required Pricing Submission Form will be released by HUB via Kiteworks at the link below –

https://kiteworksusa.hubinternational.com/w/f-f4fc2367-d20e-42fa-9bd2-b013fa37d2db

If you need assistance with accessing the files please contact <u>bidclarifications@brazoriacountytx.gov</u> and <u>devin.jenkins@hubinternational.com</u>

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.

LEGAL NAME OF CONTRACTING COMPANY	
800-628-8600	971-321-6808
TELEPHONE NUMBER	FACSIMILE NUMBER
CrisDee Plambeck	CrisDee Plambeck, VP, Product & Business Developmen
SIGNATURE	NAME AND TITLE PRINTED
*Addendum approved by:	
Simple	07/18/2025
Susan P. Serrano, CPPO, CPPB	Date

# BRAZORIA COUNTY ADDENDUM NUMBER 2

#### RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

# PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB/CSP/RFP/RFSQ PACKAGE.

This Addendum modifies the RFP #25-71 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

PROPOSALS DUE: Monday, August 11, 2025 11:00 AM CST

- 2. Clarifications:
  - 2.1 **Question:** The RFP states that the CIQ is a document required to be completed and submitted with the proposal. However, the CIQ appears further down in the RFP with a watermark 'To be completed by awarded vendor at the time of signed contract submittal.' The form also appears without the watermark in Exhibit A Required Documents. Please clarify if a completed CIQ is required to be submitted with the proposal.

Brazoria County Answer: Yes.

- 2.2 **Question:** The RFP indicates the Emergency Contact Form is a required form to be included with the proposal, however it does not appear in Exhibit A Required Documents. Please provide or advise if the Emergency Contact Form is not required to be submitted with the proposal.
  - **Brazoria County Answer:** It does not need to be submitted with the proposal to be considered responsive.
- Question: Please clarify the instructions on the Bidder/Respondent's Affirmation form. Instructions indicate 'This form must be completed, signed, and returned by Bidder/Respondent' AND '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.' Please advise if this document is to be submitted with the proposal or post award.

**Brazoria County Answer:** Submit with proposal response.

2.4 **Question:** Our best practice for executing proposal documents is using an electronic signature of an authorized signer. Are you willing to waive ink/notary and have applicable documents inked and notarized upon award?

**Brazoria County Answer:** No. Documents should be completed fully and may be scanned, if necessary.

2.5 **Question:** There is only two spaces to upload documents: Exhibit A (forms) and Exhibit B. Each are to be only 1 file allowed to upload in PDF. You are requiring sample documents and an excel submission form, but there is no place to upload any of these documents or any other additional documents in Bonfire. Can you please advise on how we can upload additional documents?

**Brazoria County Answer:** Combine files as PDF documents to upload one document for each exhibit.

2.6 **Question:** The provided retiree life census lacks dates of birth and gender for each retiree. Please provide a retiree census that shows DOB and gender for all retirees enrolled in life insurance.

**Brazoria County Answer:** This will be added to the portal, see Addendum 1

2.7 **Question:** Is your plan self-administered? If yes, do you currently use a benefits administration platform for your enrollment? If so, can the name of the vendor be released?

**Brazoria County Answer:** We do self-report for billing purposes, but we do not use a benefits platform for enrollment.

2.8 **Question:** Please confirm whether the group participates in Social Security and if so, if any occupations are exempt.

Brazoria County Answer: The group does not participate in Social Security.

2.9 **Question:** Please confirm what (if any) state retirement plan the group participates in and which classes participate.

**Brazoria County Answer:** The group does not participate in a state retirement plan. The group does participate in Texas County District Retirement System. All full time and part time employees participate

2.10 **Question:** Please confirm if the Spouse life coverage is ER paid Basic Spouse coverage, or EE paid Supplemental Spouse life with no Supplemental Employee coverage -

**Brazoria County Answer:** Spouse Life is employee paid. There is no additional supplemental employee coverage.

2.11 **Question:** Please provide a recent bill with all coverages included

**Brazoria County Answer:** The County does not receive a bill. The County self-reports and sends premiums (LTD is bi-weekly and LIFE/RLR is monthly).

2.12 **Question:** Do you use a Benefit Administrator?

Brazoria County Answer: No

2.13 **Question:** Are renewal rates available?

**Brazoria County Answer:** No

2.14 **Question:** Did Life/AD&D move to MetLife as of 10/1/24?

Brazoria County Answer: Yes

2.15 **Question:** Is the LTD a gross up plan?

Brazoria County Answer: No

2.16 **Question:** Does the Met Life Base Life experience include the Retiree Life experience?

Brazoria County Answer: It should not include any retirees.

2.17 **Question:** The provided retiree life census lacks dates of birth and gender for each retiree. Please provide a retiree census that shows DOB and gender for all retirees enrolled in life insurance.

**Brazoria County Answer:** The information is posted in kiteworks; see Addendum 1 for instructions.

2.18 **Question:** There are several discrepancies between the plan design summaries and the certificates. Please see the chart below and clarify which is correct or if these are requested quote options.

Brazoria County Answer: As applicable to the LTD.

Provision	Cert	Summary
Return to work	Included	Included
Pre-ex	3/12	3/12
Self-Reported Limitations	N/A	N/A

2.19 **Question:** Please provide LTD Experience that shows Paid Claims based on Incurred Date, instead of Paid date.

**Brazoria County Answer:** This information has been requested and will be provided as soon as possible on kiteworks.

2.20 **Question:** Please provide an Open LTD Claims list that includes:

Date of disability, date of birth, gender, gross benefit, net benefit, offsets, total paid, reserves

Brazoria County Answer: this information is provided on kiteworks.

2.21 **Question:** The reports for LTD are on a paid basis, we need incurred for LTD. Can you please provided?

**Brazoria County Answer:** This has been requested and will be provided as soon as possible on kiteworks.

- Question: Can you provide a census with retirees included, if they are included on the previous census please update with an active versus retiree indicator?
   Brazoria County Answer: This information is available in kiteworks.
- Question: If available, please provide an update LTD open and closed claims listing that includes gross benefit for each claim.
   Brazoria County Answer: Information is available on kiteworks.
- 2.24 **Question:** Please provide current Met Life plan certificate/booklet. **Brazoria County Answer:** Information is available on kiteworks.
- 2.25 **Question:** Please add genders, birthdates, and zip codes to retiree census. **Brazoria County Answer:** Information is available on kiteworks.
- 2.26 **Question:** Individual claims list and Waiver of Premium list for Standard Experience

**Brazoria County Answer:** Any individual listed on the claimrun noted with "TPD2" in the "COV" column (after the name/gender) are thos that were/are on Waiver of Premium.

2.27 **Question:** Does the "Paid Up" experience on the Standard reports reflect the Retiree experience?

**Brazoria County Answer:** This information has been requested and will be provided as soon as possible on kiteworks.

2.28 **Question:** LTD – On the claims list what does "Auto" mean? They appear to be open paid claims when I compare the claims lists that were provided but on the LTD Group Level Experience report only 1 out of the 6 claims listed as "Auto" has an open claim reserve amount. If these claims are open and currently being paid, I'm requesting that their open claim reserves are provided.

**Brazoria County Answer:** This information has been requested and will be provided as soon as possible.

- 3. If you are not able to locate the files as referenced in the responses you may contact Devin Jenkins for assistance: <a href="devin.jenkins@hubinternational.com">devin.jenkins@hubinternational.com</a>. In addition, please include the bid clarifications email below if you are requesting assistance with accessing files available in kiteoworks. Please also refer to Addendum 1 for instructions on access.
- 4. 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 <a href="mailto:bidclarifications@brazoriacountytx.gov">bidclarifications@brazoriacountytx.gov</a>.

# Standard Insurance Company

**County Purchasing Director** 

LEGAL NAME OF CONTRACTING COMPANY		
800-628-8600	971-321-6808	
TELEPHONE NUMBER	FACSIMILE NUMBER	
CrisDee Plambeck	CrisDee Plambeck, VP, Product & Business Development	
SIGNATURE	NAME AND TITLE PRINTED	
*Addendum approved by:		
Single	08/01/2025	
Susan P. Serrano, CPPO, CPPB	Date	

# BRAZORIA COUNTY ADDENDUM NUMBER 3

#### RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB/CSP/RFP/RFSQ PACKAGE.

This Addendum modifies the RFP #25-71 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 question has been submitted for clarification:
  - 2.1 Vendor Question: We sent a question asking whether the LTD was a gross up plan and it was noted that it is not a gross up.

However, in the certificate booklet provided it states insured employees are required to contribute to the cost of coverage and the census that was provided shows all 1490 eligible employees on the LTD. We are needing some clarification on this or if you can provide an updated certificate booklet that doesn't state the insured employees need to contribute to the cost of coverage.

Below is the language in the LTD cert:

CONTRIBUTIONS: Insured employees are required to contribute to the cost of the Long-Term Disability coverage.

Brazoria County Answer: The LTD is 100% employer paid. Employees do not contribute to those premiums.

- 3. The cut off to submit clarification questions was Monday, July 30, 2025 at 2:00 p.m. C.S.T. Due to the close proximity of the RFP open/due date of Monday, August 11, 2025 at 11:00 a.m. C.S.T., we are no longer accepting clarification questions.
- 4. 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 bidelarifications@brazoriacountytx.gov.

Standard Insurance Company		
LEGAL NAME OF CONTRACTING COM	PANY	
800-628-8600	971-321-6808	
TELEPHONE NUMBER	FACSIMILE NUMBER	
CrisDee Plambeck	CrisDee Plambeck, VP, Product & Business Development	
SIGNATURE	NAME AND TITLE PRINTED	
*Addendum approved by:		
Carla Stalling		
,	8/7/2025	
Natasha Stulberg, CPPB	 Date	

Brazoria County Assistant Purchasing Director

# ADDITIONAL VENDOR DOCUMENTATION

Please include any relevant information, including a sample agreement for review.



### STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

#### CERTIFICATE

#### **GROUP LIFE INSURANCE**

Policyholder:

Sample Life and AD&D, Additional Life and Additional AD&D, Dependent Spouse and Child with domestic partner included

Policy Number:

Sample-C

Effective Date:

January 1, 2023

Revision Date:

Not applicable

The Group Policy has been issued to the Policyholder.

We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differs from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Death Benefit. Death benefits will be reduced if an Accelerated Death Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" in Internal Revenue Code section 101, your Accelerated Death Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Death Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

President and CEO

GC1219-LIFE

07/19/2022 Sample-C

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07/19/2022 Sample-C

07/19/2022 Sample-C

## **COVERAGE FEATURES**

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

## GENERAL POLICY INFORMATION

Group Policy Number: Sample-C

Type of Insurance Provided:

Life Insurance: Yes

Accidental Death And

Dismemberment (AD&D) Insurance: Yes

Dependent Life Insurance

For Your Spouse: Yes

Dependent Life Insurance

For Your Child: Yes

Policyholder: Sample Life and AD&D, Additional Life and Additional

AD&D, Dependent Spouse and Child with domestic

partner included

Employer(s): Sample Life and AD&D, Additional Life and Additional

AD&D, Dependent Spouse and Child with domestic

partner included

Group Policy Effective Date: January 1, 2023
Revision Date: Not applicable

State of Issue: Georgia

## **BECOMING INSURED**

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

## Member means:

- 1. A regular employee of the Employer.
- Actively At Work at least 30 hours each week (for the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days).

You are not a Member if you are:

- 1. A temporary or seasonal employee.
- 2. A full-time member of the armed forces of any country.
- A leased employee.
- 4. An independent contractor.

Class Definition: None



## **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 #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD"

MONDAY, AUGUST 11, 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 <a href="https://brazoriacounty.bonfirehub.com/portal/?tab=login">https://brazoriacounty.bonfirehub.com/portal/?tab=login</a>. 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: JULY 16, 2025 JULY 23, 2025

# **BRAZORIA COUNTY CONTRACT SHEET**

## THE STATE OF TEXAS **COUNTY OF BRAZORIA**

State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County In the County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Judge L.M. "Matt" Sebesta
County Commissioners' Court, and (hereinafter designated Vendor / Contractor).  (company name)
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 #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD 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 ou and described; the County agrees to pay the prices stipulated in the accepted offer.
The order of precedence shall be:
<ul> <li>Brazoria County RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&amp;D, AND LTD</li> <li>Vendor's submittal to the above listed RFP and the final accepted pricing</li> </ul>
It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase orde authorizing the items desired has been issued.
Executed at Angleton, Texas thisday of2025.
By:

## REQUEST FOR PROPOSAL TABLE OF CONTENTS

## RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

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 <u>are required</u> to be uploaded into the Bonfire electronic procurement portal system <u>or</u> 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)
- EMERGENCY CONTACT INFORMATION
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

## EXHIBIT B – VENDOR'S RESPONSE

- PRICING
- 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 Required Rate Sheet and Submission Forms
- Attachment B Plan Documents/Benefit Summaries

# BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

## RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

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

Brazoria County is soliciting proposals from qualified insurance carriers to provide fully insured Group Basic Life Insurance, Accidental Death and Dismemberment (AD&D), Retiree Life Insurance Reserve, and Long-Term Disability (LTD) coverage for all eligible County employees.

Proposals submitted must be based on the requested plan(s) of benefits and the census provided in Attachment B and should include standard broker commissions.

■ Group Basic Life and AD&D, Retiree Lives Reserve, Long Term Disability – 15% level

All participants enrolled in the Plan as of September 30, 2025, are to receive immediate coverage under the new plan. All claims incurred on or after October 1, 2025, for currently enrolled participants are to be eligible expenses. The County's enrollment records are to be the basis for "take-over."

The selected carrier(s) will deliver comprehensive, competitively priced, and efficiently administered group benefits as outlined below.

## 2.0 GENERAL REQUIREMENTS

## 2.1 Coverage Requirements

## 2.1.1 Group Basic Life and AD&D Insurance (Employer Paid)

- 2.1.1.1 Coverage shall be effective on the date of hire.
- 2.1.1.2 A flat benefit amount will be provided to all eligible active employees, subject to an age-based reduction schedule.
- 2.1.1.3 AD&D benefits must match life insurance amounts and include standard AD&D provisions.
- 2.1.1.4 The carrier must allow for continuation of coverage upon retirement or termination in accordance with the County's eligibility rules.

## 2.1.2 Retiree Life Insurance Reserve

- 2.1.2.1 A pre-funding mechanism for retiree life coverage must be included.
- 2.1.2.2 The program should allow the County to fund future retiree benefits in a cost-effective manner.
- 2.1.2.3 A flat \$50,000 retiree life benefit is requested.

## 2.1.3 Long-Term Disability (LTD) Insurance (Employer Paid)

- 2.1.3.1 LTD benefits shall provide 60% income replacement with a monthly maximum of \$5,000.
- 2.1.3.2 The definition of disability should be "own occupation" for at least the first 24 months.
- 2.1.3.3 An elimination period of 180 days is required.
- 2.1.3.4 Pre-existing condition limitation: 3/12.
- 2.1.3.5 Mental health, drug/alcohol, and self-reported condition limitations: 24 months per disability.
- 2.1.3.6 Alternative proposals for an increased monthly maximum of \$7,500 should be included.

## 2.2 Eligibility & Administration Requirements

- 2.2.1 All active full-time employees working a minimum number of hours (as defined by County policy) are eligible for employer-paid benefits.
- 2.2.2 Coverage must begin on the date of hire without a waiting period.
- 2.2.3 Spousal life coverage must be offered on a voluntary basis with rates based on the employee's age.
- 2.2.4 Domestic partners must be eligible, with documentation requirements consistent with County policy.
- 2.2.5 The selected carrier must honor takeover provisions to ensure no lapses in coverage for current enrollees.
- 2.2.6 Premium billing must accommodate detailed department-level reporting and multiple location structures.

## 2.3 Implementation and Support

- 2.3.1 Carriers should provide an implementation timeline and identify dedicated onboarding personnel.
- 2.3.2 Include any available implementation or communication credits to support employee education, benefit rollout, and system integration.
- 2.3.3 The selected carrier must provide enrollment support materials and coordinate with the County's benefits consultant and internal HR staff.

## 2.4 Compliance and Standards

- 2.4.1 Carrier must be licensed in Texas and in good standing with the Texas Department of Insurance.
- 2.4.2 AM Best rating of A- or higher is required.
- 2.4.3 Carrier must comply with all applicable federal and state regulations, including ERISA, HIPAA, and ADA, as applicable.
- 2.4.4 The selected vendor must agree to provide timely claims processing, responsive customer service, and quarterly claims/utilization reports.

# BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

## RFP #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

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 25-71, 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 proposals for Employee Group Life Insurance, Accidental Death & Dismemberment, and Long-Term Disability.

## **3.0 ESTIMATED PROJECT TIMELINE** (dates may be subject to change)

## Step One -

Publicly advertised (1st Notice)

Publicly advertised (2nd Notice)

Deadline for Questions (Clarifications) Submitted

Deadline for Addendum to be posted in Bonfire

July 16, 2025

July 23, 2025

July 30, 2025 @ 2 pm

August 1, 2025

## Response Open/Due date by 11:00 a.m. C.S.T. Monday, August 11, 2025, at 11:00 a.m. CST

**Step Two** – Interviews as the County considers necessary Week of August 21, 2025

Interviews with short-listed candidates Selection committee recommendation

Negotiations Week of August 21, 2025

Enter into negotiations with highest ranked firm

Award - Contract approval by Commissioner's Court September 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 *Monday*, *July 30*, *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 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a 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.

#### 6.0 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.

## **6.1** Financial Statements

If your company is either shortlisted 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.

#### 7.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price submitted in offer	50 points
Claims Processing: Includes: Turnaround time, excluding medical review of claims; General service procedures; Dedicated service Team	25 points
Financial Stability- Provide information concerning firm's financial stability and describe the ability to provide the necessary resources to maintain ongoing support. Must have an AM Best Rating of A- or higher.	15 points
References/Past Performance- Provide an active and terminated reference; past relationship with client; Recognitions/Reputation of proposer	10 points
Minimum Qualifications: Required five years in business; no outstanding lawsuits during last 5 years or litigation with the County during the last 5 years; No outstanding regulatory issues in the last 5 years; References provided for firm	Pass/Fail

## **Bonus Scoring (15 point scale)**

## 7.1 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

- 7.1.1 Response to Questions & Answers (0-10 points)
- 7.1.2 Interview preparedness & adherence to interview (0-5 points)

## 8.0 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.

#### 9.0 PROJECT MANAGER

Holly Fox, Human Resources Director

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

## 10.0 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.

## 11.0 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 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

## 12.0 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.

## 13.0 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 <a href="www.sam.gov">www.sam.gov</a>, 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 <a href="www.sam.gov">www.sam.gov</a> for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <a href="https://sam.gov/content/entity-registration">https://sam.gov/content/entity-registration</a>. For additional information about the change from DUNS to Unique Entity ID visit <a href="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</a>. Brazoria County is unable to conduct business with vendors who have been debarred.

## 14.0 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.

#### 15.0 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

Ouestionnaire Form CIO 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

#### 16.0 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 <a href="http://brazoriacountytx.gov/departments/purchasing/doing-business">http://brazoriacountytx.gov/departments/purchasing/doing-business</a>.

#### 17.0 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 #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

<u>Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding</u> 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 #25-71 EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND LTD

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 25-71 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 10<sup>th</sup> 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.

#### Genera

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 <u>HERE</u> 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/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers 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.

#### FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE A. REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

b.

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
Premises and product liability	\$1,000,000
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 INTE	ERESTED PARTIES		FORM <b>1295</b>
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. if there are no interested parties.		OFFICE USE ONLY
Name of business entity filing form, entity's place of business.	and the city, state and country of the busi	ness	4
<ol> <li>Name of governmental entity or stat which the form is being filed.</li> </ol>	e agency that is a party to the contract fo		go, Ital.
3 Provide the identification number us and provide a description of the serv	sed by the governmental entity or state ag vices, goods, or other property to be provi	ency to trac ded under t	k or identify the contract, he contract.
4   Name of Interested Party	City, State, Country	Nature of	Interest (check applicable)
,	(place of business)	Controll	ling Intermediary
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5 Check only if there is NO Interes	ted Party.		
6 UNSWORN DECLARATION  My name is	, and my date o	f hirth is	
My address is	, and my date o	DITUT 13	
(street)	(city) regoing is true and correct.	(state)	(zip code) (country)
Executed in County,	State of , on the day of _		, 20
		(month)	(year)
	Signature of authorized a	gent of contrac Declarant)	cting business entity
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

## 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 10<sup>th</sup> 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 man facturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards be an 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 Bil 19), "Discriminate against a finearm entity or firearm trade association":
  - (A) means, with respect to the entity or as oc at on, to
    - (i) refuse to engage in the trace of any goods or service; with the entity or association based solely on its status as a firearm entity or firearn, trace 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 as ociation; or
    - (iii) tern in ate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
- 4. "Company" bas 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 refe	erred to as Company)
being an adult over the age of eighteen (18) years of age, of	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 cont	tract 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 terr	m 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 a	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 <u>ARE SUBMITTING A HARD</u> COPY PROPOSAL SUBMISSION

SEALED REQUEST FOR PROPOSAL (RFP)

**RFP#:** 25-71

**OPENING DATE:** MONDAY, AUGUST 11, 2025

**OPENING TIME:** 11:00 A.M. LOCAL TIME

RFP DESCRIPTION:

EMPLOYEE GROUP LIFE INSURANCE, AD&D, AND

LTD

**RETURN OFFER TO:** PHYSICAL ADDRESS:

COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

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\*\*\*\*\*

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date,

you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 90 consecutive days as a Member.

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

## PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Noncontributory
Plan 2: Contributory

Dependent Life Insurance:

For Your Spouse: Contributory
For Your Child: Contributory

AD&D Insurance:

Plan 1: Noncontributory
Plan 2: Contributory

AD&D Insurance for your Dependents:

For Your Spouse: Contributory
For Your Child: Contributory

## SCHEDULE OF INSURANCE

#### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic): \$100,000

Plan 2 (additional): You may apply for Life Insurance in multiples of \$10,000,

from \$10,000 to \$500,000.

The combined maximum benefit of your Plan 1 (basic) and Plan 2 (additional) Life Insurance Benefit may not exceed 8 times your Annual Earnings.

## SCHEDULE OF DEPENDENT LIFE INSURANCE

If you are insured under Plan 2 Life Insurance, you may apply for Dependents Life Insurance for your Dependents. You may elect to insure your Spouse, your Child, or both.

For your Spouse:

Spouse Life Insurance Benefit: You may apply for Dependent Life Insurance in multiples

of \$5,000 from \$5,000 to \$250,000.

The amount of Dependent Life Insurance for your Spouse may not exceed 100% of the amount of your Plan 2 Life Insurance.

For your Child:

Child Life Insurance Benefit: \$10,000

The amount of Dependent Life Insurance for your Child may not exceed 100% of the amount of your Plan 2 Life Insurance.

#### SCHEDULE OF AD&D INSURANCE

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit for you, your Spouse or your Child. See AD&D Table Of Losses below.

For you:

AD&D Insurance Benefit: If you are insured for Plan 1 Life Insurance, the amount of

your Plan 1 AD&D Insurance Benefit is equal to the

amount of your Plan 1 Life Insurance Benefit.

If you are insured for Plan 2 Life Insurance, the amount of your Plan 2 AD&D Insurance Benefit is equal to the

amount of your Plan 2 Life Insurance Benefit.

For your Spouse:

AD&D Insurance Benefit: If you are insured for Dependent Life Insurance for your

Spouse, the amount of your AD&D Insurance Benefit for your Spouse is equal to the amount of your Spouse Life

Insurance Benefit.

For your Child:

AD&D Insurance Benefit: If you are insured for Dependent Life Insurance for your

Child, the amount of your AD&D Insurance Benefit for your Child is equal to the amount of your Child Life

Insurance Benefit.

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss: Percentage Payable:

a. Life: 100%b. One hand or one foot: 50%

c. Sight in one eye, speech,

or hearing in both ears 50%

d. Two or more of the Losses listed

above 100%

e. Thumb and index finger of the same hand 25% f. Quadriplegia 100% g. Triplegia 75% h. Paraplegia 75% 50% Hemiplegia i. 25% Uniplegia j.

No more than 100% of the AD&D Insurance Benefit will be paid for all Losses resulting from one accident.

## REDUCTIONS IN INSURANCE

If you or your Spouse reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below.

## Life and AD&D Insurance

Age of Member	Percentage	
65 through 69 70 through 74 75 or over	65% 50% 35%	
Spouse Life and AD&D Insurance		
Age Of Spouse	Percentage	
65 through 69 70 through 74 75 or over	65% 50% 35%	

## OTHER AD&D BENEFITS

Air Bag Benefit:

For you:

The lesser of (1) \$5,000; or (2) 5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

For your Spouse:

The lesser of (1) \$5,000; or (2) 5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

For your Child: The lesser of (1) \$5,000; or (2) 5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Career Adjustment Benefit:

For you:

The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the

<sup>\*</sup> No AD&D Insurance Benefit will be paid for Loss of the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

<sup>\*\*</sup> If you lose a hand or foot and an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia, Triplegia, or Paraplegia involving that same hand or foot, we will pay the higher of the AD&D Insurance Benefits for that Loss.

cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit:

For you: The total child care expense incurred by your Spouse

within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D

Insurance Benefit, whichever is less.

Helmet Benefit:

For you: The lesser of (1) \$5,000; or (2) 10% of the amount of

AD&D Insurance Benefit otherwise payable for Loss of

that life.

For your Spouse: The lesser of (1) \$5,000; or (2) 10% of the amount of

AD&D Insurance Benefit otherwise payable for Loss of

that life.

For your Child: The lesser of (1) \$5,000; or (2) 10% of the amount of

AD&D Insurance Benefit otherwise payable for Loss of

that life.

Higher Education Benefit:

For you: The tuition expenses incurred per Child within 4 years

after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25%

of the AD&D Insurance Benefit, whichever is less.

Seat Belt Benefit:

For you: The lesser of (1) \$10,000; or (2) 10% of the amount of

AD&D Insurance Benefit otherwise payable for Loss of

that life.

For your Spouse: The lesser of (1) \$10,000; or (2) 10% of the amount of

AD&D Insurance Benefit otherwise payable for Loss of

that life.

For your Child: The lesser of (1) \$10,000; or (2) 10% of the amount of

AD&D Insurance Benefit otherwise payable for Loss of

that life.

## **OTHER PROVISIONS**

Repatriation Benefit: The lesser of (1) \$5,000; or (2) 10% of the expenses

incurred to transport your body to a mortuary near your primary place of residence including expenses to prepare

the body for shipment.

Waiver Of Premium: Yes

Accelerated Death Benefit: Yes

## Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum amount \$10,000

Maximum amount \$500,000

AD&D Insurance: Yes

Minimum amount \$10,000

Maximum amount \$500,000

For your Spouse:

Dependent Life Insurance: Yes

Minimum amount \$5,000

Maximum amount \$250,000

AD&D Insurance: Yes

Minimum amount \$5,000

Maximum amount \$250,000

For your Child:

Dependent Life Insurance: Yes

Minimum amount \$1,000

Maximum amount \$25,000

AD&D Insurance: Yes

Minimum amount \$1,000

Maximum amount \$25,000

Suicide Exclusion: Applies to:

a. Plan 2 Life Insurance

b. Dependent Life Insurance For Your Spouse

c. AD&D Insurance

See Accidental Death And Dismemberment Insurance for other exclusions

## **INSURING CLAUSE**

If you, your Spouse or your Child die or have a loss while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us, subject to the **Claims** provision.

LI.IC.OT.1

## **EVIDENCE OF INSURABILITY**

- A. Evidence of Insurability will be required as follows:
  - 1. If you apply for Contributory Life Insurance for yourself or Dependent Life Insurance for your Spouse more than 31 days after you become eligible.
  - 2. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$100,000.
  - 3. For any Spouse Life Insurance Benefit in excess of the Guarantee Issue Amount of \$50,000.
  - 4. For reinstatements, if required.
  - 5. For Members or a Spouse eligible, but not insured under the Prior Plan.
  - 6. For any increase in Plan 2 Life Insurance, Spouse Life Insurance Benefit or Child Life Insurance Benefit resulting from a plan or option change you elect.
- B. Evidence Of Insurability will not be required as follows:
  - 1. Evidence Of Insurability is not required for a Child.

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## LIFE INSURANCE

A. Amount Of Life Insurance

See Coverage Features for the Life Insurance schedule.

B. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the Active Work Provisions, your Life Insurance becomes effective as follows:

- 1. Life Insurance Subject To Evidence Of Insurability
  - Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.
- 2. Life Insurance Not Subject To Evidence Of Insurability
  - a. Noncontributory Life Insurance
    - Noncontributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on the date you become eligible.
  - b. Contributory Life Insurance

You must apply in Writing for Contributory Life Insurance and agree to pay premiums.

Contributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on:

- i. The date you become eligible if you apply on or before that date.
- ii. The date you apply if you apply within 31 days after you become eligible.
- C. Changes In Life Insurance

#### 1. Increases

You must apply in Writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.

#### 2. Decreases

- a. A decrease in your Life Insurance because of a change in your classification becomes effective on the date of the change.
- b. A decrease in your Life Insurance because of a change in your age becomes effective on the date of the change.
- c. A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the date of the change.
- d. Any other decrease in your Life Insurance becomes effective on the date the Policyholder or your Employer receives your Written request for the decrease.

#### D. Suicide Exclusion: Life Insurance

The Coverage Features states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below apply.

- 1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
- 2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

### E. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium was paid for your Life Insurance.
- 2. The date the Group Policy terminates.
- 3. The date your Employer's coverage under the Group Policy terminates.
- 4. The date your employment terminates.
- 5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.

- b. During the first 12 months while your ability to work is limited because of Sickness, accidental Injury, or Pregnancy.
- c. During the first 60 days of a temporary layoff.
- d. During the first 60 days of a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- e. During a leave of absence if continuation of your insurance under the Group Policy is required by a state or federally mandated family or medical leave act or law.
- f. During any other scheduled leave of absence approved by your Employer in advance and in Writing and scheduled to last 60 days or less.

## F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, the following will apply:

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you cease to be a Member, and you become a Member again within 90 days, your Life Insurance amounts in effect prior to your last day of Active Work will be reinstated without Evidence Of Insurability.
- 3. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 5. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

LI.LF.OT.1

## DEPENDENT LIFE INSURANCE FOR YOUR SPOUSE

#### A. Amount Of Insurance

See Coverage Features for the Insurance amount.

- B. Insuring Your Spouse
  - 1. Eligibility

You become eligible to insure your Spouse on the later of:

- a. The date you become eligible for Life Insurance.
- b. The date you first acquire a Spouse.

A Member may not be insured as both a Member and a Spouse.

#### 2. Effective Date

The **Coverage Features** states whether your Dependent Life Insurance for your Spouse is Contributory or Noncontributory. Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, your Dependent Life Insurance for your Spouse becomes effective as follows:

a. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective.
- ii. The date we approve the Spouse's Evidence Of Insurability.

#### Insurance Not Subject To Evidence Of Insurability

### i. Noncontributory Insurance

Noncontributory Insurance not subject to **Evidence Of Insurability** becomes effective on the later of:

- \* The date your Life Insurance becomes effective.
- The date you first acquire a Spouse.

#### ii. Contributory Insurance

You must apply in Writing for Contributory Dependent Life Insurance for your Spouse and agree to pay premiums. Contributory Dependent Life Insurance for your Spouse not subject to **Evidence Of Insurability** becomes effective on the latest of:

- \* The date your Life Insurance becomes effective if you apply on or before that date.
- \* The date you become eligible to insure your Spouse if you apply on or before that date.
- \* The date you apply if you apply within 31 days after you become eligible.

## c. Dependent Deferred Effective Date If Confined

Dependent Life Insurance for your Spouse and increases in Dependent Life Insurance for your Spouse will not become effective for your Spouse who is confined to a Hospital or Nursing Home on the day before the scheduled effective date of your Spouse's Insurance or the effective date of the increase in Dependent Life Insurance for your Spouse.

You may apply in Writing and agree to pay premiums for Contributory Insurance for your Spouse within 31 days of the date you are eligible to apply for Insurance for your Spouse without submitting Evidence Of Insurability. Coverage will become effective on the date the Spouse is released from a Hospital or Nursing Home. If you do not apply within this period, you must submit Evidence Of Insurability with your application.

This section will not apply to Dependent Life Insurance for your Spouse equal to the amount of dependent life insurance in effect under the Prior Plan on the date before the Group Policy Effective Date.

### C. Changes In Insurance

## 1. Increases

You must apply in Writing for any elective increase in your Dependent Life Insurance for your Spouse.

Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, an increase in your Insurance for your Spouse becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in the Spouse Life Insurance Benefit subject to **Evidence Of Insurability** becomes effective on the date we approve your Spouse's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependent Life Insurance for your Spouse not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of the change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.

### 2. Decreases

- a. A decrease in the Spouse Life Insurance Benefit because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.
- b. A decrease in the Spouse Life Insurance Benefit because of a change in age becomes effective on the date of the change in age.
- c. A decrease in the Spouse Life Insurance Benefit because of a change in your classification becomes effective on the date of the change in your classification.
- d. Any other decrease in the Spouse Life Insurance Benefit becomes effective on the date the Policyholder or Employer receives your Written request for the decrease.

#### D. Exclusions

If your Spouse's death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1. and 2. below will apply.

- 1. The amount payable will exclude the amount of Dependent Life Insurance which has not been continuously in effect for your Spouse for at least 2 years on the date of death. In computing the 2-year period, we will include time your Spouse was insured under the Prior Plan.
- 2. We will refund all premiums paid for the amount of Dependent Life Insurance excluded from payment under this suicide exclusion which we determine are attributable to your Spouse.

#### E. When Insurance Ends

Insurance ends automatically on the earliest of:

- 1. Five months after you die. (No premium will be charged for your Dependent Life Insurance for your Spouse during this time.)
- 2. The date your Life Insurance ends.
- 3. The date Dependent Life Insurance for your Spouse terminates under the Group Policy, unless your Insurance continues under item 1 above.
- 4. The date the Group Policy terminates, or the date Employer's coverage under the Group Policy for your Spouse terminates, unless Insurance continues under item 1 above.
- 5. The date the last period ends for which a premium was paid for your Dependent Life Insurance for your Spouse, unless it continues under item 1 above.
- 6. The last day for which premium contributions have been paid following your Written request to terminate your Dependent Life Insurance for your Spouse.
- 7. For your Spouse, the date of your divorce or legal separation or termination of your Domestic Partner relationship.

LI.SP.OT.1

## DEPENDENT LIFE INSURANCE FOR YOUR CHILD

## A. Amount Of Insurance

See Coverage Features for the Insurance amount.

### B. Insuring Your Child

1. Eligibility

You become eligible to insure your Child on the later of:

- a. The date you become eligible for Life Insurance.
- b. The date you first acquire a Child.

A Member may not be insured as both a Member and a Child. A Child may not be insured by more than one Member. For purposes of insurance under the Group Policy, Child does not include a person who is a full-time member of the armed forces of any country.

#### 2. Effective Date

The **Coverage Features** states whether your Dependent Life Insurance for your Child is Contributory or Noncontributory. Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, your Dependent Life Insurance for your Child becomes effective as follows:

- a. Insurance Not Subject To Evidence Of Insurability
  - i. Noncontributory Insurance

Noncontributory Insurance not subject to **Evidence Of Insurability** becomes effective on the later of:

- \* The date your Life Insurance becomes effective.
- The date you first acquire a Child.

## ii. Contributory Insurance

You must apply in Writing for Dependent Life Insurance for your Child and agree to pay premiums. Contributory Insurance for your Child not subject to **Evidence Of Insurability** becomes effective on the latest of:

- \* The date your Life Insurance becomes effective if you apply on or before that date.
- \* The date you become eligible to insure your Child if you apply on or before that date.
- \* The date you apply if you apply within 31 days after you become eligible.

Except as provided above, your first eligible newborn Child is automatically covered for the minimum Child Life Insurance Benefit amount shown in the **Coverage Features** up to the date you apply, if you apply within 31 days from the Child's live birth.

## b. Dependent Deferred Effective Date If Confined

Dependent Life Insurance and increases in Dependent Life Insurance for your Child will not become effective for your Child who is confined to a Hospital or Nursing Home on the day before the scheduled effective date of your Child's Insurance or increases to your Child's Insurance.

You may apply in Writing and agree to pay premiums for Contributory Insurance for your Child within 31 days of the date you are eligible to apply for Insurance for your Child. Coverage will become effective on the date the Child is released from a Hospital or Nursing Home.

This section will not apply to a newborn Child. This section will not apply to Dependent Life Insurance for your Child equal to the amount of dependent life insurance in effect under the Prior Plan on the day before the Group Policy Effective Date.

c. While your Dependent Life Insurance for your Child is in effect, each new Child becomes insured immediately.

## C. Changes In Insurance

#### 1. Increases

You must apply in Writing for any elective increase in your insurance for your Child.

Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, an increase in your Child's Insurance becomes effective as follows:

a. Increases Not Subject To Evidence Of Insurability

An increase in your Dependent Life Insurance for your Child not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of the change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.

#### 2. Decreases

- a. A decrease in the Child Life Insurance Benefit because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.
- b. Any other decrease in the Child Life Insurance Benefit becomes effective on the date the Policyholder or Employer receives your Written request for the decrease.

#### D. When Insurance Ends

Insurance ends automatically on the earliest of:

- 1. Five months after you die. (No premium will be charged for your Dependent Life Insurance for your Child during this time.)
- 2. The date your Life Insurance ends.
- 3. The date Dependent Life Insurance for your Child terminates under the Group Policy, unless your Insurance continues under item 1 above.
- 4. The date the Group Policy terminates, or the date Employer's coverage under the Group Policy for your Child terminates, unless Insurance continues under item 1 above.
- 5. The date the last period ends for which a premium was paid for your Dependent Life Insurance for your Child, unless it continues under item 1 above.
- 6. The last day for which premium contributions have been paid following your Written request to terminate your Dependent Life Insurance for your Child.
- 7. For any Child, the date the Child ceases to be a Child.

LI.CH.OT.1

## REPATRIATION BENEFIT

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met:

- 1. A Life Insurance Benefit is payable because of your death.
- 2. You die more than 200 miles from your primary place of residence.
- 3. Expenses are incurred to transport your body to a mortuary near your primary place of residence, including expenses to prepare the body for shipment.

LI.RB.OT.1

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### A. Insuring Clause

If you or your Spouse or Child have an accident including accidental exposure to adverse weather conditions, while insured for AD&D Insurance under the Group Policy, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us, subject to the **Claims** provision.

### B. Becoming Insured For AD&D Insurance

## 1. Eligibility

a. Noncontributory AD&D Insurance

You become eligible for Noncontributory AD&D Insurance on the date your Noncontributory Life Insurance is effective.

- b. Contributory AD&D Insurance
  - You are eligible for Contributory AD&D Insurance on the date your Contributory Life Insurance is effective.
  - ii. AD&D Insurance For Your Spouse and Child

To insure your Dependents for AD&D Insurance you must be insured for Life Insurance and they must be insured for Dependent Life Insurance.

You become eligible to insure your Spouse on the later of:

- \* The date your Life Insurance is effective.
- \* The date your Dependent Life Insurance For Your Spouse is effective.

You become eligible to insure your Child on the later of:

- \* The date your Life insurance is effective.
- \* The date your Dependent Life Insurance For Your Child is effective.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

#### 2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

- b. Contributory AD&D Insurance
  - You must apply in Writing for Contributory AD&D Insurance and agree to pay premiums.
     Contributory AD&D Insurance becomes effective on the later of:
    - \* The date you become eligible if you apply on or before that date.
    - \* The date you apply, if you apply after you become eligible.
  - ii. You must apply in Writing for Contributory AD&D Insurance for your Spouse and agree to pay premiums. Contributory AD&D Insurance for your Spouse becomes effective on the later of:
    - \* The date you become eligible to insure your Spouse if you apply on or before that date.
    - \* The date you apply, if you apply after you become eligible to insure your Spouse.
  - iii. You must apply in Writing for Contributory AD&D Insurance for your Child and agree to pay premiums. Contributory AD&D Insurance for your Child becomes eligible on the later of:
    - \* The date you become eligible to insure your Child if you apply on or before that date.
    - \* The date you apply, if you apply after you become eligible to insure your Child.

While AD&D Insurance for your Child is in effect, each new Child becomes insured immediately.

## C. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes. Changes in your AD&D Insurance for your Dependents will become effective on the date your Dependent Life Insurance For Your Spouse and Dependent Life Insurance For Your Child changes.

## D. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, Quadriplegia, Hemiplegia, Uniplegia, Triplegia, and Paraplegia which meets all of the following requirements:

- 1. Is caused solely and directly by an accident.
- 2. Occurs independently of all other causes.
- 3. Occurs within 365 days after the accident.
- 4. With respect to Loss of life, is evidenced by Proof Of Loss satisfactory to us.
- 5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you or your Dependent disappear and the disappearance meets all of the following requirements:

- 1. Is caused solely and directly by an accident that reasonably could have caused Loss of life.
- 2. Occurs independently of all other causes.
- 3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, Uniplegia, Triplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb. Triplegia means the complete and irreversible paralysis of three limbs.

## E. AD&D Insurance Exclusions

No AD&D Insurance Benefit is payable if the accident or Loss is caused or contributed to by any of the following:

- 1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
- 3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

- 4. The voluntary intake by any means of any poison, gas, fumes, prescription drugs, non-prescription drugs or illegal drugs, unless prescribed or taken under the direction of a Physician and taken in accordance with the Physician's instructions.
- 5. Alcohol if your blood alcohol content is in excess of the legal limit for operating a motor vehicle as defined by the jurisdiction where the accident or Loss occurred. This exclusion applies regardless of whether the accident or Loss involved the operation of a motor vehicle.
- 6. Sickness or Pregnancy existing at the time of the accident or a heart attack or stroke.
- 7. Medical or surgical treatment for any of the above.

## F. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

#### G. Other AD&D Benefits

### Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

- 1. You or your Spouse or Child die as a result of an Automobile accident for which a Seat Belt Benefit is payable for that Loss of life.
- 2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag System manufacturer.
- 3. The deceased is seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by Proof Of Loss satisfactory to us.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

## Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the Coverage Features.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

- 1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 2. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the Coverage Features.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.

- 2. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child under age 13 within 36 months of your death.
- 3. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

#### Helmet Benefit

The amount of the Helmet Benefit is shown in the **Coverage Features**.

We will pay a Helmet Benefit if you, your Spouse or Child meet all of the following requirements:

- 1. An AD&D Loss of life occurs while operating or riding a motorcycle or bicycle.
- 2. Wearing a Helmet at the time of the Loss as evidenced by a police accident report, medical examiner report, or coroner's report.
- 3. The operator of the motorcycle has a current and valid driver's license at the time of the Loss.

Helmet means protective headgear that meets or exceeds the standards established by the Code of Federal Regulations (CFR) in Title 16 Part 1203, Snell Memorial Foundation Standards M-95 or M2000, the American National Standards Institute specification Z 90. 1, or the United States Department of Transportation's Federal Motor Vehicle Safety Standard No. 218, as amended and updated.

## **Higher Education Benefit**

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

- 1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 2. Your Child is, within 12 months after the date of your death registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 2 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

## Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the Coverage Features.

We will pay a Seat Belt Benefit if all of the following requirements are met:

- 1. You or your Spouse or Child die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for that Loss of life.
- 2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by Proof Of Loss satisfactory to us.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

#### H. When AD&D Insurance Ends

AD&D Insurance for you and your Spouse and Child ends automatically on the earliest of:

1. The date your Life Insurance ends.

- 2. The date your Waiver Of Premium begins.
- 3. The date AD&D Insurance terminates under the Group Policy.
- 4. The date the last period ends for which a premium was paid for your AD&D Insurance.
- 5. The last day for which premium contributions have been paid following your Written request to terminate your AD&D Insurance for you, your Spouse or your Child.
- 6. For your Spouse or Child, the date your Dependent Life Insurance For Your Spouse or Dependent Life Insurance For Your Child ends.

LI.AD.OT.1

## **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean actively at work for your Employer and performing with reasonable continuity the Material Duties of your Own Occupation at your usual place of business, for your Employer. You will be deemed to be Actively At Work if all of the following requirements are met:

- 1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day.
- 2. You were Actively At Work on your last scheduled work day before the date of your absence.
- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but may also look at the way the occupation is generally performed in the national economy.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

LI.AW.OT.1

## **CONTINUITY OF COVERAGE**

### A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

If your Spouse or Child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can insure your Spouse or Child on the effective date of your Employer's coverage even when the Dependent Deferred Effective Date If Confined section applies. See **Dependent Life Insurance For Your Spouse** and **Dependent Life Insurance For Your Child**.

### B. Payment Of Benefit

The benefits payable for your death or dismemberment before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by

2. Any benefits payable under the Prior Plan.

The benefits payable for your Spouse's or Child's death or dismemberment when the Dependent Deferred Effective Date If Confined section applies will be:

- 1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
- 2. Any benefits payable under the Prior Plan.

LI.CC.OT.1

## PORTABILITY OF INSURANCE

## A. Portability Of Insurance

1. You may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability if your insurance under the Group Policy ends because of one of the following Portable Events.

Portable Event means any of the following:

- a. Your employment with your Employer terminates.
- b. Your employment with your Employer terminates due to termination of the Group Policy because the Policyholder or your Employer goes out of business.
- 2. To be eligible, you must satisfy all of the following requirements:
  - a. On the date of your Portable Event, you must be able to perform with reasonably continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.
    - If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.
  - b. On the date of your Portable Event, you are under age 75.
  - c. On the date of your Portable Event, you have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time you were insured under the Prior Plan.
  - d. You must apply in Writing and pay the first premium directly to us within 31 days after the date of your Portable Event. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

#### B. Amount Of Portable Insurance

You may be eligible to buy the amount of your Insurance that is ending subject to the minimum and maximum amounts of Insurance eligible for portability as shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your Portable Event.

C. When Portable Insurance Becomes Effective

If you apply within 31 days after the date of your Portable Event, and are otherwise eligible, then Portable group insurance will become effective on the date after your Portable Event.

## D. Death During The Portable Event Period

If death occurs within 31 days after the date of your Portable Event, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date of your Portable Event, and not the terms of the Group Life Portability Insurance Policy. If an Accidental Death And Dismemberment Loss occurs within 31 days after the date of your Portable Event, Accidental Death And Dismemberment benefits will be paid according to the AD&D Benefit Amount in effect under the Group Policy on the day before your Portable Event, not to exceed the maximum Portability amount as shown in the Coverage Features, provided you meet the requirements as stated in item 2 above. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your Portable Event.

If you apply for portable group insurance, and death occurs during the Portable Event Period, and if you name a Beneficiary in your application that is different from the last Beneficiary you named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

LI.TGP.OT.1

### WAIVER OF PREMIUM

### A. Waiver Of Premium Benefit

Subject to When Waiver Of Premium Ends below, payment of premium for your Insurance will be waived while you are Totally Disabled if all of the following requirements are met:

- 1. You become Totally Disabled while insured under the Group Policy and under age 60.
- 2. You complete your Waiting Period.
- 3. You give Proof Of Loss satisfactory to us.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

#### B. Definitions For Waiver Of Premium

- 1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
- Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation that is available at one or more locations in the national economy for which you are reasonably fitted by education, training and experience.
- 3. Waiting Period means:

The 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

4. Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

## C. Premium Payment

Premium payment must continue until the later of:

- 1. The date you complete your Waiting Period.
- 2. The date we approve your claim for Waiver Of Premium.

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

You may be eligible to buy an individual policy of life insurance if your Insurance under the Group Policy ends due to termination of your employment with your Employer during the Waiting Period. See **Right To Convert**.

If you exercise your **Right To Convert** during the Waiting Period, you will not be eligible for **Waiver Of Premium** unless you first surrender to us the converted individual policy of life insurance. The premiums paid for the converted individual policy of life insurance will be refunded. In no event will we pay a benefit for Insurance under both the Group Policy and the individual policy of life insurance purchased under **Right To Convert**.

## D. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

- 1. If you become Totally Disabled, Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
- 2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
- 3. If you receive an Accelerated Death Benefit, Insurance will be reduced according to the **Accelerated Death Benefit** provision. Insurance will be terminated according to the Group Policy provisions in effect on the day before you receive the Accelerated Death Benefit.

## E. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived and Insurance will be payable according to the terms of the Group Policy.

## F. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

#### G. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

- 1. The date you cease to be Totally Disabled.
- 2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given.
- 3. The date you fail to attend an examination or cooperate with the examiner.
- 4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured.
- 5. The date you reach age Social Security Normal Retirement Age (SSNRA).

Social Security Normal Retirement Age (SSNRA) means your normal retirement age, as of the date of your Total Disability, under the Federal Social Security Act, as amended.

## H. Notice Of Right To Convert

If Insurance continued under **Waiver Of Premium** ends or is reduced, you may be eligible to buy an individual policy of life insurance under **Right To Convert**.

LI.WP.OT.1

### **ACCELERATED DEATH BENEFIT**

#### A. Accelerated Death Benefit

If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Death Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Death Benefit. Any such examination will be conducted by one or more Physicians of our choice.

## B. Application For Accelerated Death Benefit

You must apply for an Accelerated Death Benefit. To apply you must give Proof Of Loss satisfactory to us on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Death Benefit

You may receive an Accelerated Death Benefit of up to 80% of your Life Insurance. The maximum Accelerated Death Benefit is \$500,000. The minimum Accelerated Death Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 12 months following the date you apply for the Accelerated Death Benefit, your Accelerated Death Benefit will be based on the reduced amount.

The Accelerated Death Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Death Benefit, we will not ask you for a refund.

### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Death Benefit will be the amount of your Insurance as if no Accelerated Death Benefit had been paid; minus the amount of the Accelerated Death Benefit.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Death Benefit.

#### E. Payment Of Premium

If you qualify for Waiver Of Premium, no premium payment is required. Otherwise premiums will be based on the amount of your Insurance in effect before payment of the Accelerated Death Benefit and premium payment must be continued based on the full amount of your Insurance after the payment of the Accelerated Death Benefit.

## F. Exclusions

No Accelerated Death Benefit will be paid if any of the following apply:

- 1. All or part of your Insurance must be paid to your child, or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state, unless you give us a Signed Written consent from your Spouse.
- 3. You have made an assignment of your Insurance, unless you give us a Signed Written consent from the assignee.
- 4. You have filed for bankruptcy, unless you give us Written approval from the Bankruptcy Court for payment of the Accelerated Death Benefit.

- 5. You are required by a government agency to use the Accelerated Death Benefit to apply for, receive, or continue a government benefit or entitlement.
- 6. You have previously received an Accelerated Death Benefit under the Group Policy.

#### G. Definitions For Accelerated Death Benefit

Insurance means your insurance under the Group Policy identified in the Other Provisions section of the **Coverage Features** as eligible for the Accelerated Death Benefit.

You and your mean the Member.

LI.ADB.OT.1

## **RIGHT TO CONVERT**

## A. Right To Convert

You and your Dependents may buy an individual policy of life insurance without Evidence Of Insurability if all of the following requirements are met:

- 1. Your or your Dependents Insurance ends or is reduced due to a Qualifying Event.
- 2. You or your Dependents apply in Writing and pay us the first premium during the Conversion Period.

The maximum amount you and your Dependents have a Right To Convert is the amount of your Insurance which ended, except as limited under C. Limits On Right To Convert.

## B. Definitions For Right To Convert

- 1. Conversion Period means the 31-day period after the date of any Qualifying Event.
- 2. Insurance means your Life Insurance and your Dependent Life Insurance under the Group Policy, excluding AD&D Insurance.
- 3. Qualifying Event means termination or reduction of your or your Dependents' Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Death Benefit.

## C. Limits On Right To Convert

If your or your Dependents' Insurance ends or is reduced because of termination or amendment of the Group Policy, the following will apply.

- 1. You and your Dependents may not convert Insurance which has been in effect for less than 5 years.
- 2. The maximum amount that may be converted is the lesser of:
  - a. The amount of Insurance which ended, minus any other group life insurance for which you and your Dependents become eligible during the Conversion Period.
  - b. \$2,000.

## D. The Individual Policy

You and your Dependents may select an individual whole life insurance policy we issue to persons of your or your Dependents age, except:

- 1. A policy with disability, accidental death, or other additional benefits.
- 2. A policy in an amount less than the minimum amount we issue.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

## E. Death During The Conversion Period

If you or your Dependents die during the Conversion Period, we will pay a death benefit equal to the maximum amount you or your Dependents had a Right To Convert, whether or not you or your Dependents applied for an individual policy. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your or your Dependent's Qualifying Event.

If you or your Spouse apply for an individual policy of life insurance, and death occurs during the Right To Covert Period, and if you or your Spouse name a Beneficiary in your or your Spouse's application that is different from the last Beneficiary you or your Spouse named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

LI.RC.OT.1

### **CLAIMS**

## A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

For **Waiver Of Premium** and **Accelerated Death Benefit**, the letter should include the character and the extent of the occurrence or loss which are being claimed, as required in item C. Proof Of Loss. Subject to the time period in item B. Time Limits On Filing Proof Of Loss, such letter will constitute notice.

## B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after the 90-day period.

Proof Of Loss for **Waiver Of Premium** must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filled outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means Written proof that a loss occurred:

- 1. For which the Group Policy provides benefits;
- 2. Which is not subject to any exclusions; and
- 3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in Writing and must be provided at the expense of the claimant.

## D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

## E. Time Of Payment

We will pay benefits within 60 days after the latest date shown below:

- 1. The date Proof Of Loss is satisfied.
- 2. The date we receive sufficient information to determine liability, the extent of liability and the appropriate payee legally entitled to benefits.
- 3. The date that legal impediments to payment of benefits that depend on the action of parties other than us are resolved and sufficient evidence of resolution is provided to us. Legal impediments to payment include, but are not limited to:
  - a. The establishment of guardianships or conservatorships.
  - b. The appointment and qualification of trustees, executors and administrators.
  - c. The submission of information required to satisfy state or federal reporting requirements.

Interest, if applicable, will accrue 30 days from the latest of the dates shown above, continuing up to the date of payment.

Payment made in good faith shall discharge us of liability to the extent of such payment.

#### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except **Waiver Of Premium** claims, within 90 days after we receive the claim we will send the claimant: (a) a Written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to **Waiver Of Premium** claims, within 45 days after we receive the claim we will send the claimant: (a) a Written decision on the **Waiver Of Premium** claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a Written decision on the **Waiver Of Premium** claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the **Waiver Of Premium** claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a Written notice of denial containing the following:

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
- 4. A description of any additional information needed to support the claim.
- 5. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- 6. Information concerning the claimant's right to a review of our decision.

### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in Writing:

- 1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium.
- 2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us Written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any Written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except **Waiver**Of Premium claims, within 60 days after we receive the request for review we will send the claimant:

(a) a Written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to **Waiver Of Premium** claims, within 45 days after we receive the request for review we will send the claimant: (a) a Written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to **Waiver Of Premium** claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for **Waiver Of Premium**.

If we deny any part of the claim on review, the claimant will receive a Written notice of denial containing the following:

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
- 4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

LI.CL.OT.1

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

## A. Payment Of Benefits

- 1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you named. See B through E of this section.
- 2. AD&D Insurance Benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
- 3. The benefits below will be paid to you if you are living:
  - a. AD&D Insurance Benefits payable because of the death of your Dependent.
  - b. Accelerated Death Benefit.
- 4. Spouse and Child Life Insurance Benefits and AD&D Insurance Benefits payable to you because of the death of your Dependent which were unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
- 5. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

## B. Naming A Beneficiary

1. Beneficiary means a person you name to receive your death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

- a. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
- b. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provided otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
- c. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designations must be the same for Life Insurance and AD&D Insurance death benefits.

Your designation must meet all of the following requirements:

- a. You must name or change Beneficiaries in Writing. Writing includes a form Signed by you or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.
- b. Must be dated.
- c. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime.
- d. Must relate to the insurance provided under the Group Policy.

Your designation will take effect on the date it is received by us or our designated agent, the Policyholder's designated agent, or the Employer or the Employer's designated agent.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

### D. No Surviving Beneficiary

- 1. If you do not name a Beneficiary or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.
  - a. Your spouse/Spouse.
  - b. Your children.
  - c. Your parents.
  - d. Your brothers and sisters.
  - e. Your estate.

## E. Method Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

## 1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

## 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%.
- b. Is owned by the Recipient.
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient.
- d. Is fully guaranteed by us.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

LI.BB.OT.1

## RIGHT TO RECOVERY

If benefits have been overpaid on any claim then full reimbursement to us is required within 60 days of notification to you, your Beneficiary or your estate. If reimbursement is not made then we have the right to do any of the following:

- 1. Reduce future benefits until full reimbursement is made.
- 2. Recover such overpayments from you, your Beneficiary or your estate.

Such reimbursement is required whether the overpayment is due to fraud, our error in processing a claim or any other reason.

LI.RR.OT.1

### **CLAIMANT COOPERATION**

If you or your Beneficiary fails to cooperate with us in the administration of your claim, we may close or deny the claim. Such cooperation includes, but is not limited to, providing any information or documentation needed to determine if benefits are payable or the actual benefit amount due.

LI.CLC.OT.1

### **AGENCY AND RELEASE**

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy.

LI.AR.OT.1

## TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the adverse decision date.

LI.TL.OT.1

## INCONTESTABILITY OF INSURANCE

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless all of the following requirements are met:

- 1. The insurance would not have been approved for you, your Spouse or your Child if we had known the truth.
- 2. We have given you or any other person claiming benefits a copy of the Signed Written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after your, your Spouse's or your Child's insurance has been in effect for two years during the lifetime of the insured, your Spouse or your Child.

LI.IN.OT.1

## **CLERICAL ERROR, MISSTATEMENT AND AGENCY**

## A. Clerical Error And Agency

Clerical error by us, the Policyholder, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured.
- 2. Invalidate insurance under the Group Policy otherwise validly in force.
- 3. Continue insurance under the Group Policy otherwise validly terminated.

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

## B. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age.
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.1

### **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work.

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner Employee, Sole Proprietor or S-Corporation Shareholder, Annual Earnings means your annual compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Annual Earnings means your annual compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your annual compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

- 1. Your ordinary income (loss) from trade or business activities.
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your Net profit from business.
- Your compensation as an officer, salary or wages if you are an S-Corporation Shareholder.

If you are not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder of the Employer during the entire prior tax year, your Annual Earnings will be 12 times your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

## B. All Other Members

Annual Earnings includes:

- 1. Commissions averaged over the preceding 12 calendar months or over the period of your employment if less than 12 months.
- 2. Shift differential pay.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- 3. Any other extra compensation.

#### C. All Members

Annual Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement.
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

- 1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 2. Stock options or stock bonuses.

#### Child means:

- 1. Your child from live birth through age 25.
- 2. Your disabled child who is 26 years of age or older, is your qualifying child as defined by the Internal Revenue Service for whom you or your Spouse claims as a dependent on Federal Income Taxes filed for the preceding calendar year and meets one of the following requirements:
  - a. Has been insured continuously under the Group Policy prior to reaching age 26.
  - b. Who is 26 years of age or older at the time of your initial eligibility under the Group Policy.
- 3. Child includes any of the following, if they otherwise meet the definition of Child:
  - a. Your adopted child.
  - b. Your stepchild if living in your home.

Contributory means you pay all or part of the premium for insurance.

Dependent means your Spouse or Child.

Dependent Life Insurance means Dependent Life Insurance For Your Spouse and/or Dependent Life Insurance For Your Child, if any, under the Group Policy. It may also be referred to as Spouse Life Insurance Benefit and/or Child Life Insurance Benefit as applicable.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Employer means an employer for which coverage under the Group Policy is approved in Writing by us. See **Coverage Features**.

Evidence Of Insurability means an applicant must do all of the following:

- 1. Complete and sign our medical history statement.
- 2. Sign our form authorizing us to obtain information about the applicant's health.

- 3. Undergo a physical examination, if required by us, which may include blood testing.
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means this group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number. A copy of the application, if any, of the Policyholder will be attached, group life insurance Certificates with the same Group Policy Number, and any amendments to the Group Policy or Certificates.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians.

Injury means an injury to the body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Nursing Home means a licensed institution operated for the purpose of providing nursing care and treatment for individuals which provides 24-hour nursing services under the direction and supervision of a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness or disease.

Signed means any symbol or method executed or adopted by you with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

## Spouse means:

- 1. A person to whom you are legally married; or
- 2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

However, for the purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

Writing or Written means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

LI.DF.GA.1



Proposal Prepared on: August 6, 2025 Life and AD&D Insurance
Dependent Life Insurance
Long Term Disability Insurance

**Proposed Effective Date:** 

October 1, 2025





# Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2023 was 2 days for clean claims and 3 days for all claims (internal company data as of January 2024).

## **Covered Members**

Plan 1 Plan 2

An active employee of the Employer working 30 or more hours per week.

An employee of the Employer who retired under the Employer's retirement program.

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Benefit Schedule	Flat \$200,000	Flat \$50,000
Guarantee Issue	Full Benefit	Full Benefit
AD&D Benefit	Matches Life Benefit	n/a
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80	
Employer Contribution	100%	100%
Minimum Participation	100%	100%

## **Life Highlights**

	Basic - Actives Plan 1	Basic- Retirees Plan 2		
Waiver of Premium	Eligible to age 60 Waived to age 65	Not Included		
Conversion	Included	Included		
Portability	Included	Included		
Continuity of Coverage	Included	Included		
Repatriation Benefit	Included	Included		
Travel Assistance	Included	Included		
Life Services Toolkit	Included	Included		



# AD&D Highlights

	Basic - Actives Plan 1	Basic- Retirees Plan 2	
Loss of life	100% (including disappearance and exposure)	n/a	
Loss of one hand or one foot	50%	n/a	
Loss of sight of one eye	50%	n/a	
Loss of speech	50%	n/a	
Loss of hearing in both ears	50%	n/a	
Any combination of the above losses	100%	n/a	
Loss of thumb and index finger of same hand	25%	n/a	
Quadriplegia	100%	n/a	
Triplegia	75%	n/a	
Paraplegia	75%	n/a	
Hemiplegia	50%	n/a	
Uniplegia	25%	n/a	
Seat Belt Benefit	10% of AD&D benefit payable up to \$25,000	n/a	
Air Bag Benefit	5% of AD&D benefit payable up to \$5,000	n/a	
Helmet Benefit	10% of AD&D benefit payable up to \$5,000	n/a	
Family Benefits Package	Included	n/a	
Portability	Included	n/a	
Loss of one arm or one leg	75%	n/a	
Loss of four fingers of the same hand	20%	n/a	
Loss of all toes on the same foot	20%	n/a	
Loss of thumb or the fifth finger (pinky)	15%	n/a	
Assault Benefit	50% of AD&D benefit up to \$25,000	n/a	
Public Transportation Benefit	AD&D benefit payable up to \$200,000	n/a	
Coma	5% of AD&D benefit payable per month for 11 months, remainder of AD&D benefit the 12th month		
Brain Damage	100%	n/a	
Third Degree Burn	Included	n/a	
Adaptive Home and Vehicle Benefit	Expenses up to lesser of 2.5% of AD&D benefit payable or \$2,500 n/a		
Artificial Limb Benefit	Expenses up to lesser of 25% of AD&D benefit payable or \$5,000 n/a		
Line of Duty Benefit	AD&D Benefit payable up to \$50,000	n/a	



## **Additional Plan Design Details**

- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.

#### Plan 1

- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- The Family Benefits Package includes:
  - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
  - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
  - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet.
- The Third Degree Burn Benefit pays the following:
  - 100% of the AD&D benefit payable for third degree burns covering 75% to 100% of the body.
  - 75% of the AD&D benefit payable for third degree burns covering 50% to 74% of the body.
  - 50% of the AD&D benefit payable for third degree burns covering 25% to 49% of the body.
  - 25% of the AD&D benefit payable for third degree burns confined to the face.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Payment for AD&D losses, including any coma benefit, brain damage benefit or third degree burn payments, for the same accident cannot exceed 100% of the AD&D Insurance Benefit.
- An Assault Benefit is included and provides an additional benefit if a member suffers death or dismemberment as a result of an act of physical violence at work that is punishable by law
- The Line of Duty Benefit is included for Public Safety Officers. It provides an additional AD&D benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty.



## **Additional Plan Design Details (continued)**

- An automated portability and conversion notification service is included. Based on data provided by the policyholder, The Standard will notify members of potential eligibility for conversion and/or portability.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

#### Plan 2

• Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency with a maximum payout period through the initial rate guarantee. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.



## Cost

	Basic - Actives Plan 1	Basic- Retirees Plan 2	
Life			
Members	1,490	37	
Volume	\$291,590,000	\$1,850,000	
Rate: Per \$1,000	.198	2.150	
Monthly Premium	\$57,735	\$3,978	
AD&D			
Members	1,490	n/a	
Volume	\$291,590,000	n/a	
Rate	.024 per \$1,000	n/a	
Premium	\$6,998 monthly	n/a	
Total Billed Premium	\$64,733	\$3,978	
Rate Guarantee	3 years	3 years	

## **Assumptions**

- · Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume Life and LTD will be purchased as a package.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.
- Series 20.

#### Plan 1

• This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

## **Conditions**

## Plan 1

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D must match the benefit amount for Basic Life.

## **More Information**

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here: http://www.standard.com/group-life-add



# Dependent Life Insurance

## **Covered Members**

An active employee of the Employer working 30 or more hours per week.

	Spouse	
Benefit Schedule	Increments of \$5,000	
Maximum Benefit	\$150,000	
Minimum Benefit	\$5,000	
Guarantee Issue	\$25,000	
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80	
Employer Contribution	0%	
Minimum Participation	20%	

## **Life Highlights**

	Spouse
Waiver of Premium	Not Included
Conversion	Included
Portability	Included
Continuity of Coverage	Included

# **Additional Plan Design Details**

- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.



## Cost

	Spouse				
Life					
Members	150				
Volume	\$9,945,000				
Rate: Per \$1,000	Lives	Age	Rate	Volume	Premium
	1 8 17 23 20 29 25 17 7 3	0-29 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75-999	.072 .080 .090 .125 .178 .310 .525 .817 1.454 3.172 12.027	\$25,000 \$500,000 \$1,395,000 \$1,875,000 \$1,380,000 \$1,855,000 \$1,545,000 \$965,000 \$280,000 \$125,000	\$2 \$40 \$126 \$234 \$246 \$575 \$811 \$788 \$407 \$397 \$0
Monthly Premium			'		\$3,626
Rate Guarantee					3 years

## **Assumptions**

• Final Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 20%.

## **Conditions**

- Until coverage has been in force for two years (one year in Colorado, Minnesota, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Increases in elected benefit amounts from the current plan to this plan.
  - Spouses who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.
  - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in Basic Life to enroll in the Spouse Life plan.
- Spouse Life can't exceed 100% of member's enrolled benefit for Basic Life.

**Proposed Effective Date** October 1, 2025

Prepared for: Brazoria County



## **More Information**

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here: https://www.standard.com/group\_life\_add

Plan 1- 4266671;



# Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

## **Covered Members**

A regular employee of the Employer working 17.5 or more hours per week.

	0 170 0	Occur I TD Dlag O	
	Group LTD Plan 1	Group LTD Plan 2	
Benefit Schedule	60%	60%	
Insured Predisability Earnings	\$8,333	\$12,500	
Maximum Monthly Benefit	\$5,000	\$7,500	
Minimum Monthly Benefit	\$100	\$100	
Benefit Waiting Period	180 Days	180 Days	
Maximum Benefit Period	To age 65	To age 65	
Guarantee Issue Benefit Amount	Full Benefit	Full Benefit	
<b>Employer Contribution</b>	100%	100%	
Minimum Participation	100%	100%	
Taxability of Benefits	Taxable	Taxable	
Own Occupation Period	24 Months	24 Months	
Partial/Residual Disability	Included	Included	
Preexisting Condition Period	3/12	3/12	
Mental & Nervous Limitation	24 months	24 months	
Substance Abuse Limitation	24 months	24 months	
Other Limited Conditions	24 months	24 months	
Return to Work Incentive	24 months	24 months	
Employee Assistance Program	Included: 3 face-to-face	Included: 3 face-to-face	

Plan 1- 4266672; Plan 2- 4277004;



## **Additional Plan Design Details**

- An Assisted Living Benefit (ALB) is an additional benefit up to a separate monthly maximum of \$5,000, which provides a total benefit
  equal to 80% of insured income replacement, if a disabled member is unable to perform two or more activities of daily living and/or
  suffers from severe cognitive impairment lasting 90 days or more.
- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- 24-month Family Care Expenses Adjustment.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- · Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

Plan 1- 4266672; Plan 2- 4277004; 10



## Cost

	Group LTD Plan 1	Group LTD Plan 2	
Members	1,490	1,490	
Volume	\$7,829,484	\$8,083,761	
Rate: Percent of earnings	.390	.380	
Monthly Premium	\$30,535	\$30,718	
Rate Guarantee	3 years	3 years	

## **Assumptions**

- Sick leave payable to the member will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Social Security and Public Employee Retirement System.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- · Rates assume billing is centralized in one location.

#### Plan 1

• Rates assume Life and LTD will be purchased as a package.

## Conditions

- · Rate assumes that coverage is currently in force.
- Confirmation that you participate in Social Security and Public Employee Retirement System is required.

#### Plan 1

- We agree to fund implementation support activities not to exceed \$39,000 of expenses, subject to the following conditions:
  - (1) All expenses to be reimbursed as an implementation credit must be reasonably related to the coverage(s) provided by The Standard.
  - (2) The invoice must contain sufficient detail describing the permissible expenses incurred and any billable hours and hourly rates charged directly related to the work completed. Where the invoice includes a request for reimbursement for time worked, it must include the hours worked for everyone, the hourly rate for each individual and a description of the activity completed.
  - (3) The implementation credit shall not be used to offset any one-time charges assessed by The Standard in its proposal including, but not limited to, data feed or implementation fees.
  - (4) The implementation credit will not be paid in a manner allowing duplicate expense reimbursements. For example, The Standard will not pay an implementation credit for expenses it is reimbursing under a benefit administration or technology fee.
  - (5) All invoices for reimbursement must be submitted at one time within 180 days of the policy effective date and expenses incurred within 90 days of the effective date.
  - (6) Fees paid will be disclosed to the policyholder via the 5500 form. The cost has been included in the proposed rates.
  - (7) Implementation credits can only be paid subject to applicable law. ASSUMES LIFE AND LTD PACKAGE SALE.

Proposed Effective Date October 1, 2025 Prepared for: Brazoria County



## **More Information**

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: http://www.standard.com/ca-group-long-term-disability Click here for all other states: http://www.standard.com/group-long-term-disability



## **Producer Compensation Disclosure**

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 15% commission included for Life and LTD.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit <a href="https://www.standard.com/financial-professional/insurance-benefits/compensation">www.standard.com/financial-professional/insurance-benefits/compensation</a>. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

## About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on November 4, 2025, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

## Financial Strength Ratings

For information about our Financial strengths ratings visit: https://www.standard.com/about-standard/company/financial-strength

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

## GROUP LONG TERM DISABILITY INSURANCE POLICY

Policyholder: Sample K2000 Public Group
Policy Number: 720100-B
Effective Date: January 1, 2013

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

## STANDARD INSURANCE COMPANY

By

#### THIS POLICY IS NOT AVAILABLE IN CALIFORNIA, MARYLAND, OR NEW YORK

This is a sample policy. Product availability, plan provisions and features may vary by state. The proposed premium rate and plan design is based on the underwriting data received by us. Final premium rates and plan provisions will be determined on the basis of: applicable state laws, Policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

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## **COVERAGE FEATURES**

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

#### GENERAL POLICY INFORMATION

Group Policy Number: 720100-B

Policyholder: Sample K2000 Public Group Employer(s): Sample K2000 Public Group

Group Policy Effective Date: January 1, 2013

Policy Issued in: Alaska

#### Member means:

1. A regular employee of the Employer;

- 2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

## SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date,

you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 90 consecutive

days as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period: The first 24 months for which LTD Benefits are paid.

Any Occupation Period: From the end of the Own Occupation Period to the end of

the Maximum Benefit Period.

LTD Benefit: 60% of the first \$16,667 of your Predisability Earnings,

reduced by Deductible Income.

Maximum: \$10,000 before reduction by Deductible Income.

Minimum: \$100

Benefit Waiting Period: 90 days.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age Maximum Benefit Period

61 or younger......To age 65, or 3 years 6 months, if longer.

62 ...... 3 years 6 months

63 ...... 3 years

65 ...... 2 years

69 or older...... 1 year

## PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

## PREMIUM AND RENEWALS

**Premium Rates:** 

LTD Insurance: 0.880% of the first \$16,667 of each insured Member's

insured Predisability Earnings.

Premium Due Dates: January 1, 2013 and the first day of each calendar month

thereafter.

Initial Rate Guarantee Period: January 1, 2013 to January 1, 2015

Minimum Participation Number: 10 insured Members

Minimum Participation Percentage: 100% of eligible Members

#### **INSURING CLAUSE**

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.1

## **BECOMING INSURED**

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

- 1. A regular employee of the Employer;
- 2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.** 

(VAR MBR DEF) LT.BI.OT.1

## WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

- 1. Insurance Subject To Evidence Of Insurability
  - Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.
- 2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

#### B. Takeover Provisions

- 1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- 2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

## C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about your health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

#### **ACTIVE WORK PROVISIONS**

## A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

#### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

### **CONTINUITY OF COVERAGE**

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

- 1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
- 2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
- 3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- 4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force: or
- b. The date LTD Benefits end under the terms of the Group Policy.

(PX) LT.CC.OT.1

## WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium contribution was made for your insurance.
- 2. The date the Group Policy terminates.
- 3. The date your employment terminates.
- 4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
  - d. During the Benefit Waiting Period.

LT.EN.OT.1

#### WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

## REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- 1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
- 2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
- 5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
- 6. In no event will insurance be retroactive.

LT.RE.OT.2

#### **DEFINITION OF DISABILITY**

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

- 1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
- 2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work

Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

## B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWNOCC\_ANY\_WITH 40) LT.DD.OT.1

## **RETURN TO WORK PROVISIONS**

#### A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

#### B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

- 1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
- 2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

## C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

- 1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
- 2. Will not be limited to the taxable income you report to the Internal Revenue Service.
- 3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
- 4. May ignore depreciation as a deduction from your gross earnings.
- 5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

## REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

#### REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

## **TEMPORARY RECOVERY**

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

#### A. Allowable Periods

- 1. During the Benefit Waiting Period: a total of 90 days of recovery.
- 2. During the Maximum Benefit Period: 180 days for each period of recovery.
- B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

- 1. The Predisability Earnings used to determine your LTD Benefit will not change.
- 2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
- 3. No LTD Benefits will be payable for the period of Temporary Recovery.
- 4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
- 5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

(NEW TR PERIOD) LT.TR.OT.1

#### WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
- 5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

## PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Commissions averaged over the preceding 12 months or over the period of your employment if less than 12 months.
- 3. Shift differential pay.
- 4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- 3. Stock options or stock bonuses.
- 4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 5. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

(REG WITH COM\_NO STOCK) LT.PD.OT.1

#### **DEDUCTIBLE INCOME**

Subject to **Exceptions To Deductible Income**, Deductible Income means:

- 1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
- 2. Your Work Earnings, as described in the Return To Work Provisions.
- 3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.
- 4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan:
  - c. The Quebec Pension Plan;
  - d. The Railroad Retirement Act; or
  - e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST\_PUB\_WITH 3RD) LT.DI.OT.1

#### **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life insurance policy.
- 8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).

- g. Stock ownership plan.
- h. Keogh (HR-10) plan.

(PUB NO OTHR OFFST) LT.ED.OT.1

## RULES FOR DEDUCTIBLE INCOME

#### A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

#### B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

#### C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

## D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

## **SUBROGATION**

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

#### **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

- 1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
- 2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
- 3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
- 4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL) LT.SB.OT.1

#### BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

- 1. Any amendment to the Group Policy that is effective after you become Disabled.
- 2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

## EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods,** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

## DISABILITIES EXCLUDED FROM COVERAGE

#### A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

## C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

#### 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

## D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

#### E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDNT) LT.XD.OT.1

## DISABILITIES SUBJECT TO LIMITED PAY PERIODS

## A. Mental Disorders, Substance Abuse and Other Limited Conditions

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- 1. Mental Disorders:
- 2. Substance Abuse: or
- 3. Other Limited Conditions.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of

cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Other Limited Conditions means chronic fatigue conditions (such as chronic fatigue syndrome, chronic fatigue immunodeficiency syndrome, post viral syndrome, limbic encephalopathy, Epstein-Barr virus infection, herpes virus type 6 infection, or myalgic encephalomyelitis), any allergy or sensitivity to chemicals or the environment (such as environmental allergies, sick building syndrome, multiple chemical sensitivity syndrome or chronic toxic encephalopathy), chronic pain conditions (such as fibromyalgia, reflex sympathetic dystrophy or myofascial pain), carpal tunnel or repetitive motion syndrome, temporomandibular joint disorder, or craniomandibular joint disorder.

However, Other Limited Conditions does not include neoplastic diseases, neurologic diseases, endocrine diseases, hematologic diseases, asthma, allergy-induced reactive lung disease, tumors, malignancies, or vascular malformations, demyelinating diseases, or lupus.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

#### B. Rules For Disabilities Subject To Limited Pay Periods

- 1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
- 2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

LT.LP.OT.1

## **LIMITATIONS**

#### A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

#### B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

#### C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

#### D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

## E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

#### **CLAIMS**

## A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

## B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

#### D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

## E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

#### F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

#### G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

#### H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

#### I. Assignment

The rights and benefits under the Group Policy are not assignable.

(REV PUB WRDG) LT.CL.OT.2

### ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable; and
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

#### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

#### **INCONTESTABILITY PROVISIONS**

## A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and

2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

## B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

## CLERICAL ERROR, AGENCY, AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured.
- 2. Invalidate insurance under the Group Policy otherwise validly in force.
- 3. Continue insurance under the Group Policy otherwise validly terminated.

## B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

## TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to

the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

## **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

LT.DF.OT.1

## POLICYHOLDER PROVISIONS

#### A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

#### B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance.

#### C. Changes In Premium Rates

We may change Premium Rates whenever:

- 1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
- 2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
- 3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
- 4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 31 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

## D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

#### E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 31 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

#### F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

- 1. The date stated in the notice: and
- 2. The date we receive the notice.

We may terminate the Group Policy as follows:

- 1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
- 2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 31 days.

## G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

## I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

## J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

### K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

## L. Entire Contract, Changes

The Group Policy and the applications of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for

attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of their provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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## AK/LTDP2000



Proposal Prepared on: August 6, 2025 Life and AD&D Insurance
Dependent Life Insurance
Long Term Disability Insurance

**Proposed Effective Date:** 

October 1, 2025





# Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2023 was 2 days for clean claims and 3 days for all claims (internal company data as of January 2024).

## **Covered Members**

Plan 1 Plan 2

An active employee of the Employer working 30 or more hours per week.

An employee of the Employer who retired under the Employer's retirement program.

	Basic - Actives Plan 1	Basic- Retirees Plan 2	
Benefit Schedule	Flat \$200,000	Flat \$50,000	
Guarantee Issue	Full Benefit	Full Benefit	
AD&D Benefit	Matches Life Benefit	n/a	
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80	None	
Employer Contribution	100%	100%	
Minimum Participation	100%	100%	

## **Life Highlights**

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Waiver of Premium	Eligible to age 60 Waived to age 65	Not Included
Conversion	Included	Included
Portability	Included	Included
Continuity of Coverage	Included	Included
Repatriation Benefit	Included	Included
Travel Assistance	Included	Included
Life Services Toolkit	Included	Included



# AD&D Highlights

	Basic - Actives Plan 1	Basic- Retirees Plan 2
Loss of life	100% (including disappearance and exposure)	n/a
Loss of one hand or one foot	50%	n/a
Loss of sight of one eye	50%	n/a
Loss of speech	50%	n/a
Loss of hearing in both ears	50%	n/a
Any combination of the above losses	100%	n/a
Loss of thumb and index finger of same hand	25%	n/a
Quadriplegia	100%	n/a
Triplegia	75%	n/a
Paraplegia	75%	n/a
Hemiplegia	50%	n/a
Uniplegia	25%	n/a
Seat Belt Benefit	10% of AD&D benefit payable up to \$25,000	n/a
Air Bag Benefit	5% of AD&D benefit payable up to \$5,000	n/a
Helmet Benefit	10% of AD&D benefit payable up to \$5,000	n/a
Family Benefits Package	Included	n/a
Portability	Included	n/a
Loss of one arm or one leg	75% n/a	
Loss of four fingers of the same hand	20%	n/a
Loss of all toes on the same foot	20%	n/a
Loss of thumb or the fifth finger (pinky)	15%	n/a
Assault Benefit	50% of AD&D benefit up to \$25,000	n/a
Public Transportation Benefit	AD&D benefit payable up to \$200,000	n/a
Coma	5% of AD&D benefit payable per month for 11 months, remainder of AD&D benefit the 12th month	
Brain Damage	100% n/a	
Third Degree Burn	Included	n/a
Adaptive Home and Vehicle Benefit	Expenses up to lesser of 2.5% of AD&D benefit payable or \$2,500 n/a	
Artificial Limb Benefit	Expenses up to lesser of 25% of AD&D benefit payable or \$5,000	n/a
Line of Duty Benefit	AD&D Benefit payable up to \$50,000	n/a



## **Additional Plan Design Details**

- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.

#### Plan 1

- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- The Family Benefits Package includes:
  - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
  - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
  - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet.
- The Third Degree Burn Benefit pays the following:
  - 100% of the AD&D benefit payable for third degree burns covering 75% to 100% of the body.
  - 75% of the AD&D benefit payable for third degree burns covering 50% to 74% of the body.
  - 50% of the AD&D benefit payable for third degree burns covering 25% to 49% of the body.
  - 25% of the AD&D benefit payable for third degree burns confined to the face.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Payment for AD&D losses, including any coma benefit, brain damage benefit or third degree burn payments, for the same accident cannot exceed 100% of the AD&D Insurance Benefit.
- An Assault Benefit is included and provides an additional benefit if a member suffers death or dismemberment as a result of an act of physical violence at work that is punishable by law
- The Line of Duty Benefit is included for Public Safety Officers. It provides an additional AD&D benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty.



## **Additional Plan Design Details (continued)**

- An automated portability and conversion notification service is included. Based on data provided by the policyholder, The Standard will notify members of potential eligibility for conversion and/or portability.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.

#### Plan 2

• Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency with a maximum payout period through the initial rate guarantee. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.



## Cost

	Basic - Actives Plan 1	Basic- Retirees Plan 2	
Life			
Members	1,490	37	
Volume	\$291,590,000	\$1,850,000	
Rate: Per \$1,000	.198	2.150	
Monthly Premium	\$57,735	\$3,978	
AD&D			
Members	1,490	n/a	
Volume	\$291,590,000	n/a	
Rate	.024 per \$1,000	n/a	
Premium	\$6,998 monthly	n/a	
Total Billed Premium	\$64,733	\$3,978	
Rate Guarantee	3 years	3 years	

## **Assumptions**

- · Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume Life and LTD will be purchased as a package.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.
- Series 20.

#### Plan 1

• This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

## **Conditions**

#### Plan 1

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D must match the benefit amount for Basic Life.

## **More Information**

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here: http://www.standard.com/group-life-add



# Dependent Life Insurance

## **Covered Members**

An active employee of the Employer working 30 or more hours per week.

	Spouse
Benefit Schedule	Increments of \$5,000
Maximum Benefit	\$150,000
Minimum Benefit	\$5,000
Guarantee Issue	\$25,000
Age Reduction Schedule	To 65% at age 65 To 45% at age 70 To 30% at age 75 To 20% at age 80
Employer Contribution	0%
Minimum Participation	20%

## **Life Highlights**

	Spouse
Waiver of Premium	Not Included
Conversion	Included
Portability	Included
Continuity of Coverage	Included

## **Additional Plan Design Details**

- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.



## Cost

	Spouse				
Life					
Members				150	
Volume	\$9,945,000				
Rate: Per \$1,000	Lives	Age	Rate	Volume	Premium
	1 8 17 23 20 29 25 17 7 3	0-29 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70-74 75-999	.072 .080 .090 .125 .178 .310 .525 .817 1.454 3.172 12.027	\$25,000 \$500,000 \$1,395,000 \$1,875,000 \$1,380,000 \$1,855,000 \$1,545,000 \$965,000 \$280,000 \$125,000	\$2 \$40 \$126 \$234 \$246 \$575 \$811 \$788 \$407 \$397 \$0
Monthly Premium			'		\$3,626
Rate Guarantee	3 years				

## **Assumptions**

• Final Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 20%.

## **Conditions**

- Until coverage has been in force for two years (one year in Colorado, Minnesota, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Increases in elected benefit amounts from the current plan to this plan.
  - Spouses who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.
  - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in Basic Life to enroll in the Spouse Life plan.
- Spouse Life can't exceed 100% of member's enrolled benefit for Basic Life.

**Proposed Effective Date** October 1, 2025

Prepared for: Brazoria County



## **More Information**

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here: https://www.standard.com/group\_life\_add

Plan 1- 4266671;



# Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

## **Covered Members**

A regular employee of the Employer working 17.5 or more hours per week.

	0 170.01	0 170 0	
	Group LTD Plan 1	Group LTD Plan 2	
Benefit Schedule	60%	60%	
Insured Predisability Earnings	\$8,333	\$12,500	
Maximum Monthly Benefit	\$5,000	\$7,500	
Minimum Monthly Benefit	\$100	\$100	
Benefit Waiting Period	180 Days	180 Days	
Maximum Benefit Period	To age 65	To age 65	
Guarantee Issue Benefit Amount	Full Benefit Full Benefit		
<b>Employer Contribution</b>	100%	100%	
Minimum Participation	100% 100%		
Taxability of Benefits	Taxable Taxable		
Own Occupation Period	24 Months	24 Months	
Partial/Residual Disability	Included	Included	
Preexisting Condition Period	3/12	3/12	
Mental & Nervous Limitation	24 months	24 months	
Substance Abuse Limitation	24 months	24 months	
Other Limited Conditions	24 months	24 months	
Return to Work Incentive	24 months	24 months	
Employee Assistance Program	Included: 3 face-to-face	Included: 3 face-to-face	



## **Additional Plan Design Details**

- An Assisted Living Benefit (ALB) is an additional benefit up to a separate monthly maximum of \$5,000, which provides a total benefit equal to 80% of insured income replacement, if a disabled member is unable to perform two or more activities of daily living and/or suffers from severe cognitive impairment lasting 90 days or more.
- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace
  modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate
  from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- 24-month Family Care Expenses Adjustment.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- · Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.
- Your product quote from The Standard includes a Benefit Administration Technology benefit. This provides a credit of 3 percent of paid premium for the use of Benefit Administration Technology for the enrollment of two or more applicable lines of coverage with The Standard. This credit will be paid monthly or in accordance with billing frequency for a maximum of 36-months. Payment may be made directly to the Benefit Administration technology platform provider or broker. The payment amount is specific to the respective lines of coverage in force. Payment will be made in the form of a fee and disclosed via Schedule A (Form 5500) or other compensation disclosures. A signed Benefit Administration Fee Agreement form along with the payee's W-9 is required for set-up. The effective date of the payment will be the later of the effective date of the group policy, or first of the month following the date on which the Policyholder signs the agreement. The cost has been included in the proposed rates.



## Cost

	Group LTD Plan 1	Group LTD Plan 2	
Members	1,490	1,490	
Volume	\$7,829,484	\$8,083,761	
Rate: Percent of earnings	.390	.380	
Monthly Premium	\$30,535	\$30,718	
Rate Guarantee	3 years	3 years	

## **Assumptions**

- Sick leave payable to the member will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Social Security and Public Employee Retirement System.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- · Rates assume billing is centralized in one location.

#### Plan 1

• Rates assume Life and LTD will be purchased as a package.

## Conditions

- · Rate assumes that coverage is currently in force.
- Confirmation that you participate in Social Security and Public Employee Retirement System is required.

#### Plan 1

- We agree to fund implementation support activities not to exceed \$39,000 of expenses, subject to the following conditions:
  - (1) All expenses to be reimbursed as an implementation credit must be reasonably related to the coverage(s) provided by The Standard.
  - (2) The invoice must contain sufficient detail describing the permissible expenses incurred and any billable hours and hourly rates charged directly related to the work completed. Where the invoice includes a request for reimbursement for time worked, it must include the hours worked for everyone, the hourly rate for each individual and a description of the activity completed.
  - (3) The implementation credit shall not be used to offset any one-time charges assessed by The Standard in its proposal including, but not limited to, data feed or implementation fees.
  - (4) The implementation credit will not be paid in a manner allowing duplicate expense reimbursements. For example, The Standard will not pay an implementation credit for expenses it is reimbursing under a benefit administration or technology fee.
  - (5) All invoices for reimbursement must be submitted at one time within 180 days of the policy effective date and expenses incurred within 90 days of the effective date.
  - (6) Fees paid will be disclosed to the policyholder via the 5500 form. The cost has been included in the proposed rates.
  - (7) Implementation credits can only be paid subject to applicable law. ASSUMES LIFE AND LTD PACKAGE SALE.

Proposed Effective Date October 1, 2025 Prepared for: Brazoria County



## **More Information**

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: http://www.standard.com/ca-group-long-term-disability Click here for all other states: http://www.standard.com/group-long-term-disability



## **Producer Compensation Disclosure**

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 15% commission included for Life and LTD.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit <a href="https://www.standard.com/financial-professional/insurance-benefits/compensation">www.standard.com/financial-professional/insurance-benefits/compensation</a>. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

## About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on November 4, 2025, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

## Financial Strength Ratings

For information about our Financial strengths ratings visit: https://www.standard.com/about-standard/company/financial-strength

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.