



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Brooke Lindemann
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

September 18, 2025

TO: All Prospective Bidders

RE: Addendum No.1 – Fort Bend County RFP 26-001 – Property and Casualty Claims Third
Party Administration Services

Addendum 1:

Addendum 1 has been posted to the County's website. Vendors are to use Addendum 1 documents while preparing their proposal. Submission due date and tentative schedule have been updated. Q&A documents will be posted soon.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Amy Blevins at Amy.Blevins@fortbendcountytexas.gov.

Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Assistant Purchasing Agent

** AMENDED 9/18/25*

***Fort Bend County, Texas
Request for Proposals***



***Property and Casualty Claims Third Party Administration Services
RFP 26-001***

SUBMIT SEALED PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

*Tuesday, September 30 23, 2025
2:00 PM (Central)

LABEL SEALED ENVELOPE/BOX:

RFP 26-001
Property & Casualty 3rd Party Admin
Srvs

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Result will be provided after final,
agreement is approved by Commissioners
Court.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Cheryl.Krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Brooke Lindemann
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks sealed Proposals (“Proposals” or “RFP”) for selection of firm (“Respondent”) to provide Third Party Administration Services for the Fort Bend County Property and Casualty Insurance Program (“Project”) in accordance with the terms, conditions and requirements set forth in this RFP.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytexas.gov

*4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, eight (8) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, September 30 23, 2025**. Flash drive must contain only one (1) file in PDF format and must match written/original/paper response identically. Failure to provide proper flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

Proposal Number: R26-001
Due Date: Tuesday, September 30 23, 2025
Time: 2:00 PM (CST)
For: Property & Casualty Claims Third Party
Administration Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at

once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, September 9, 2025 at 10:00 AM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

9.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

10.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not

knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 CONFIDENTIAL MATTERS:

- 12.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 12.2 Proposals will be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act. Respondents are to clearly mark confidential pages/information in red ink/type.
- 12.3 By submitting a Proposal, Respondent acknowledges and agrees that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 et seq., as amended, and County will make any information related to the Proposal, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such and provided to County by Respondent shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

The terms and conditions of any Agreement, or amendment thereto, entered into between the chosen Respondent and the County are not proprietary or confidential information.

- 12.4 Respondent in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

13.0 LIMITS OF SUBCONTRACTORS:

- 13.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

- 13.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

14.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

15.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

16.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

17.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

18.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

19.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

20.0 TEXAS ETHICS COMMISSION FORM 1295:

- 20.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the

Form 1295 online through the State of Texas Ethics Commission website. Please visit:

<https://www.ethics.state.tx.us/File/>

20.2 On-line instructions:

20.2.1 Name of governmental entity is to read: Fort Bend County.

20.2.2 Identification number use: RFP 26-001.

20.2.3 Description is: Property & Casualty Insurance Program Third Party Administration Services.

20.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

21.0 INSURANCE:

21.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

21.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

21.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

21.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- 21.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 21.2.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.
- 21.3 County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 21.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

22.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 22.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 22.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall

remain in full force and effect with respect to all such matters no matter when they arise.

- 22.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 22.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 22.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 22.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 22.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

23.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 23.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 23.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

24.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

***25.0 TENTATIVE SCHEDULE:**

Release of RFP:	August 31, 2025
Deadline for Questions:	September 9, 2025
Submission Due Date:	September 30 23 , 2025
Evaluation of Submissions:	Week of October 7, 2025
Commissioners Court Permission to Negotiate:	October 14, 2025
Negotiations:	Begin October 15, 2025
Final Contract Approval Commissioners Court:	November 25, 2025

26.0 PRE-RFP CONFERENCE:

There is no Pre-RFP meeting for this solicitation.

27.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 27.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Requirements
2	Qualifications/Experience/References
3	Price
4	Required forms and overall completeness of submission

- 27.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

- 27.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly

demonstrate compliance with Respondent's qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past/current projects. Provide a list of newly awarded contracts and pending contracts.

27.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Requirements (weight factor = 25%)

- Provide response to all questions in Attachment 1.

Tab 2

Qualifications/Experience/References (weight factor = 35%)

- Provide the following information: Length of time respondent has been in the business of Third Party Administration; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP. Respondent should outline experience with clients of the same size and/or same vicinity/state as this County.

Tab 3

Price (weight factor = 35%)

- Provide all pricing in Attachment 2.

Tab 4

Required forms and overall completeness of submission (weight factor = 5%)

- Proof of Insurance

- Completed Respondent forms
- Completed W9 form
- Completed debt form

28.0 AWARD:

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than four (4) firms. These firms may be requested to submit additional information and may be invited for a presentation with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

29.0 TERM OF CONTRACT:

The term of this contract is for a period of twenty-four (24) months, commencing on January 1, 2026, and ending at the close of business on December 31, 2027, with three (3) additional one-year renewal options under the same terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

30.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

- 30.1 Vendor Form
- 30.2 W9 Form
- 30.3 Tax Form/Debt/Residence Certification
- 30.4 Proof of Insurance

31.0 ATTACHMENTS:

- 31.1 Attachment 1: General Questionnaire
- 31.2 Attachment 2: Pricing

ATTACHMENT 1: GENERAL QUESTIONNAIRE

A. Location and Personnel

1. List the location of your firm's main office and the locations of offices in the State of Texas. Provide the address of the office location that will service the County.
2. Identify the person directly responsible as the Account Coordinator on behalf of the County and provide contact information for that person and include a brief description of the representative's background, experience and qualification, as well as an explanation of the representative's role and responsibilities for the firm.
 - a. What are the responsibilities of this position?
 - b. What additional duties may be required of this individual besides that of account coordinator?
 - c. What authority does this individual have to affect action and changes on behalf of the County?
 - d. How is the account coordinator monitored and evaluated? By whom and how frequently?
 - e. Is the account coordinator's compensation related to performance?
 - f. Please provide a resume of the Account Coordinator recommended for the County's program. Please include prior experience in this position.
 - g. From which office is this person based?

B. Designated Adjusters

1. If you designate an adjuster, or a team, will this person handle more than one jurisdiction? If so, how many jurisdictions and which ones?
2. What training or development is provided to adjusters who manage claims for multiple jurisdictions?
3. Please provide resumes of the adjusters who are recommended to be assigned to the County account. Please include the jurisdictions with which they currently work and length of experience with each jurisdiction.
4. What are adjuster turnover rates, nationally and by branch?
5. What are adjuster caseloads, nationally and by branch?
6. What is the maximum adjuster caseload allowed?
7. Will adjusters work from a company office or from home?

C. Firm Overview

1. Provide an overview of the firm, including the full legal name of the institution, state of organization and supervisory and regulatory authorities that oversee the institution.
2. Provide a summary of the ownership and management of the firm. Describe any significant changes in the management and/or structure of your firm, including mergers that have occurred during the past three years. Does your firm foresee or anticipate any organizational changes in the next 24 months?
3. Provide an annual report or other information describing your business, its scope, size and structure.
4. When was your business started and how long has it provided claims administration services?
5. How many clients do you support and what is the average size of the clients business?
6. Does your firm carry Errors and Omissions coverage for its staff? Who is covered?

D. Claim Office Structure

1. What is the structure of each claim office?
2. What is the supervisor to adjuster ratio? What are the specific supervisory duties and responsibilities? Do supervisors supervise any staff other than adjusters?
3. Do supervisors manage claims? If so, what is their caseload?
4. How are supervisors monitored and evaluated, how frequently and by whom? Is compensation related to performance?
5. What internal audit functions does your company perform, either at the home office or claim office level?

E. Volume of Business.

1. Provide a summary of the firm's claim volume for each of the past three years by the following categories: commercial property, general liability, commercial umbrella and commercial automobile, public official liability and bond, and workers' compensation.
2. If the office that will service the County's account is a branch or subsidiary of a national or regional firm, the above information should be provided for both the office providing services to the County and the entire firm.

F. References.

1. Provide a list of at least three clients with insurance adjusting needs similar to the County which may include public schools, city, county or state governmental entities.
2. Describe your firm's specific experience providing services to each of those clients.
3. Describe your experience, if any, providing third party claims administration services to counties in the State of Texas
4. Describe any issues or problems that have impacted any of the client accounts described in this section.
5. Identify ways in which you added unique value or problem solving to any of the client accounts.
6. Provide contact information to enable the County to contact those accounts as references.
7. Identify any new accounts for governmental entities obtained in the past three years and any such accounts that the firm has lost. Provide an explanation for the lost accounts.

G. Customer Support.

1. Describe and discuss your staff available to support the County.
2. How much of that staff is located in the state of Texas?
3. How many dedicated claims support staff does the firm maintain?
4. What portion of the claims support staff is located in the state of Texas?
5. How many claims support staff are located in the office that will service the County?
6. Identify the average number of claims support staff per customer account and the average number of claims handled by each claims support staff member each year.
7. Identify any technology or related tools available from your firm and describe the advantages those tools offer the County.
8. What are your internal quality assurance processes? Please provide your company's service standards or best practices?
9. How are adjusters monitored and/or compensated to ensure compliance with your internal service standards or best practices with the County's client service instructions?

10. Describe your risk management information system (RMIS). What controls are in place to ensure data integrity?
11. Describe what type of access and training you will be offering the County to your RMIS

H. Claim Notes

1. What information is required to be included in the claim notes?
2. What are the supervisory file review criteria? What supervisory note documentation is required?
3. Are medical case manager notes included?
4. Who else enters claim notes?

I. Reserving Practices

1. What is your company's reserving philosophy?
2. When are initial reserves established?
3. When and how do you communicate reserve information to the client?
4. When do supervisors review initial reserves, reserve changes and conduct periodic reserve reviews?
5. What subjective information and/or objective tools are used by your company to establish reserves?
6. Does your company use an automated reserving program to establish reserves?

J. Diary System

1. What automatic system diary notices are provided, to whom and when?
2. How frequently do supervisors monitor/review claims?
3. How frequently are adjusters expected to review a claim? Other diary notices.

K. Subrogation

1. The County does not allow subrogation to be pursued without County approval.
2. Describe your subrogation services. What criteria are used for exploring cases with potential subrogation? Do you use resources from outside your organization for this service? How does this affect pricing?
3. Please discuss in detail any additional fees required for these services.

L. Litigation Management Strategies

1. What are your litigation management practices?
2. What is the procedure for assigning defense counsel to a claim?
3. What is the adjuster and supervisor involvement in a litigated claim?
4. Describe your process for coordinating with County counsel.
5. Do you have an approved outside counsel list? Will you add our preferred attorneys to the list?

M. Allocated Loss Adjustment Expenses (ALAE)

1. What do you define as ALAE?
2. What are the adjuster's responsibilities?

N. Client Instructions

1. How are client service instructions made available to adjusters?
2. Is there a gate-keeping system that will require the adjuster to complete or comply with all items of the client special handling instructions?
3. How do supervisors ensure adjuster's compliance with client service instructions?
4. Please confirm that TPA is agreeable to weekly call with FBC RM department personnel to verify claims are being setup and investigated properly.
5. Please confirm if TPA is agreeable to considering using Dean Pappas and Associates as a FBC preferred WC defense counsel for any hearing or litigation needs.

O. Claim Review Meetings

1. Claim review meetings will be conducted with the County on a quarterly basis.
2. What are your recommendations for scheduling and accomplishing the quarterly claim review meetings?
3. Please confirm that TPA has the ability to prepare detailed AL/GL/WC/Claim Status Reports prior to each Quarterly Claim Review (current status, financials and action plan going forward)
4. What fees are assessed for this service, if any?

P. Claim Reporting Options

1. What options are available to the County for reporting new losses to your company?
2. How are new losses disbursed to claim offices? What is the guaranteed time frame?
3. What are the internal service standards for establishing a claim file for a new loss?

4. County currently has a proprietary incident reporting system. After September (2023) incident reporting will be available through Origami. Can County system or Origami interface with your RMIS to upload incident reports to you? Is there a cost for this service?
5. Please provide pricing options.

Q. Centralized Medical Only Claim Handling

1. Please provide a detailed description of your capabilities relative to the administration of medical only claims.
2. If so, please provide details of locations, personnel, and best practices.

R. Billing/Funding

1. What billing options are available to the County? How are fees estimated if billed on a per-claim basis?
2. What banking arrangements are available to the County?
3. How is the imprest/escrow fund determined?
4. Please outline your internal procedures to ensure security of claim checks.
5. Are benefit checks issued from the claim office or from a central facility?

S. Carrier Protocols

1. How is claim data transferred to an excess insurance carrier? Is there a cost associated with this service?
2. How are claims with excess insurance potential identified?
3. How are claims with excess insurance potential reported?
4. When, and how, is the client notified of these types of claims?
5. The County is self-insured and has its' own RMIS for internally-handled claims, to review third party administered claims and to run combined reports of internally/externally handled claims. Does your system have the ability to interface with the County's RMIS (Origami) to include notes, reserves, financial transactions, photos, accident investigative reports, incident reports, etc.? Is there a cost for this interface or data transfer service? If so, please include pricing in your quote.

T. Implementation Plan

1. Please provide a management plan and timeline for the implementation of the County's program.
2. Please firm that your RMIS is compatible with Origami (currently the FBC RMIS system).
3. Please indicate if your system and IT group are able to complete transfer of data between your system and Origami and to set up an ongoing interface to transfer claims file data within a 6-8 week setup and implementation period.
4. Please include who will be responsible for each activity.

U. Cost Reduction Results

1. Please provide your average cost per claim for workers' compensation medical only and lost time claims, auto liability bodily injury and general liability bodily injury claims.
2. Please provide the average number of days a workers' compensation medical only and lost time, auto liability bodily injury and general liability bodily injury claim is in an open status.
3. Please provide the average number of days your claimants are on temporary total disability.
4. Please provide details on your temporary transitional assignment (modified duty) process for compensable injured employees on workers compensation.
5. Please provide additional information that reflects your company's cost reduction outcomes.
6. Please confirm that TPA is willing to unbundle Medical Cost Containment and if so, use a FBC preferred MCC Vendor partner (include in your bid your MCC solutions).

V. Legal, Regulatory and Ethics Actions

1. Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your firm has been subject to within the last three years involving services your firm provided as a third party claims administrator.
2. Please describe each regulatory proceeding in detail and any litigation or arbitration proceeding resulting in judgments, settlements or damage claims.

W. Licenses

1. Provide evidence that the third party administrator and persons performing the work for the County maintain all Texas licenses in order to provide the service insurance sought pursuant to this RFP/Q relating to third party administration.

X. OTHER

1. What are your standard procedures with regard to the termination of an account? Describe your procedures for moving both physical files and electronic data. Specifically address your position on transfer of adjuster notes in the electronic information. Provide details on fees associated with transfer of both paper and electronic files. Include information on pricing and terms for claims handling after termination. Finally, include your policy on access to electronic system upon termination of account – including pricing.
2. Discuss your procedures for participation in workers' compensation hearings. Please define roles and responsibilities of in-house resources versus outside representatives – including legal counsel. What is the experience level of hearing representatives?
3. Please describe in detail the various banking options for bill payment that are available to Client. Be sure to include information on any paid loss deposit or claim service fee fund requirements, large loss funding thresholds and wire transfer payment options. Include information on the process of actually producing checks including information on checkstock, options or procedure relating to creating, maintenance, and funding of the necessary bank accounts and other related items. Describe the process of managing and reconciling these accounts.
4. Please provide a sample contract.

Print Name and Title of person completing this form: _____.

Name of Agency/Company: _____.

Signature: _____.

ATTACHMENT 2: PRICING

Please fill in a rate or dollar amount and check mark where applicable in the appropriate column. Please fill in your estimate of claims. Only fill in areas that apply to your proposal. Should you need to explain a fee/charge that was not addressed, use the bottom of the page, and you may go into greater detail in your individual proposal. Please attach this page to the section of your proposal including pricing.

Full Legal Name of
Firm/Entity:

Name of Person(s)
Completing this form:

	Incurred 2024	Incurred 2025 as of 7/1/2025	Open claims as of 7/1/2025
Workers Compensation	350	175	150
Medical only	100	120	80
Indemnity	40	50	70
AL/GL	359	185	150
Property Damage Non litigated	139	77	20
Bodily Injury Non litigated	11	3	10
Bodily Injury Litigated	0	0	7
Law Enforcement Liability Litigated (Civil Rights)	6	1	11
Employment Practices Liability Litigated	5	1	10
Subrogation for Property Damage	7	2	6
Subrogation for Workers' Compensation	15	10	
Subrogation for GL/AL	61	29	50

All lines of Coverage Flat Fee			
Attending TDI Hearings Other			
Data Conversion			
On-Line Computer Services (Incident Reporting)			
RMIS System and Services – Annual Administration Fee (Interfaces and other fees)			
Run-Off Costs			
Run IN costs			
Field Services/Investigation			
Designated Doctor review			
RME Coordination			

**INSURANCE COMPANY ADMINISTRATION, THIRD PARTY ADMINISTRATION
AND COST CONTAINMENT ADMINISTRATION**

	Flat Fee	Fee per Review	Fee per Hour	Fee per Bill	T/E mileage				
Hospital Bill Audit									
Physician Peer-Review									
Chiropractic Peer-Review									
Pre- Authorization									
Utilization Review									
Medical/Rx Bill Audits									
Use of PPO Networks									
Rehabilitation Services									
Vocational Case Management									
Impairment Rating review									
	Other Charges/Fees Explanation:								
	Other Charges/Fees Explanation:								
	Other Charges/ Fees Explanation:								
	Other Charges/Fees Explanation:								
	Do you require any deposits? Y / N If yes, please explain purpose and dollar amounts:								
	Does your proposal offer multi-year pricing? Y / N If yes, explain how long pricing is in effect:								
	State your guaranteed annual flat fee:								
	State your estimated annual fee including all charges:								
	Name/Signature:								
	Company/Agency:								



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Brooke Lindemann
Interim Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #		SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer
Identification Number and Certification

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/> - <input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.

[City and State]