



# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Flora Vazquez  
Employees Benefits Division Director

**From:** Yolanda Velasquez *YV*  
Purchasing Dept., Buyer

**Date:** June 06, 2011

**Re: RFP No. 2011-149 Approval of Requirements/Specifications for HIDALGO COUNTY-  
"CONSULTING SERVICES FOR: SELF FUNDED INSURED GROUP HEALTH AND VOLUNTARY  
INSURANCE PLANS FOR EMPLOYEES"**

Please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes  No  Other specify \_\_\_\_\_

BUDGET ACCOUNT#: 1-2201-415-00-115-009-0-339

*Flora Vazquez* Flora Vazquez 07/28/2011  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) no later than TUESDAY, JUNE 28, 2011 by 3:00P.M.**

**ENCLOSURES**

RFP NO: **2011-149-09-07-YZV**

Buyer: YOLANDA Z VELASQUEZ

Tel. No: (956) 318-2626

## REQUEST FOR PROPOSALS

### HIDALGO COUNTY "CONSULTING SERVICES FOR: SELF-FUNDED INSURED GROUP HEALTH"

### PROPOSAL ACCEPTANCE DATE

**SEPTEMBER 07, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2626



Form HCPD-04

1. **Sealed Proposals** will be received for "**Hidalgo County–Consulting Services for: Self-Funded Insured Group Health**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. **ONE (1) ORIGINAL AND SEVEN COPIES** are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2011-149-09-07-YZV- Hidalgo County- Consulting Services For: Self-Funded Insured Group Health**" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. WEDNESDAY, SEPTEMBER 07, 2011.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-149-09-07-YZV-HIDALGO COUNTY- "Consulting Services for: Self Funded Insured Group Health"**

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to  yolanda.velasquez@co.hidalgo.tx.us  by NO LATER THAN Wednesday, August 31, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday September 02, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all RFP's
11. Costs are to be net F.O.B. destination County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful submitter
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "**HIDALGO COUNTY-REVIEW-ASSESSMENT AND ANALYSIS FOR**

**POSSIBLE OVERCHARGES FROM HIDALGO COUNTY ELECTRIC PROVIDERS**” Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Ray Eufracio, CPA, Hidalgo County Auditor**  
**2802 S. Business Hwy 281**  
**Edinburg, TX 78539**  
**(956) 318-2511**

**17. SCHEDULE OF EVENTS**

<b>Proposal Acceptance Date:</b>	<u>SEPTEMBER 07, 2011</u>
Award of Contract	<u>2011</u>
Commence Work or Deliver Products	<u>2011</u>

**18. ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~**

- ~~• If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~• Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~• If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available 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 County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and

local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:

- a)** the contract expires;
- b)** delivery and acceptance of products, and/or performance of services ordered, or;
- c)** terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Proposal for  
HIDALGO COUNTY-  
“Consulting Services for: Self-Funded Insured Group Health”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

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

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

EXHIBIT A

**REQUIREMENTS**

HIDALGO COUNTY

REQUEST FOR PROPOSAL

**“CONSULTING SERVICES FOR:  
SELF FUNDED INSURED GROUP HEALTH”**

RFP NO: 2011-149-09-07-YZV

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**  
**“Consulting Services for:**  
**Self-Funded Insured Group Health”**  
**RFP No: 2011-149-09-07-YZV**

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**OVERVIEW:**

The County of Hidalgo is seeking qualified participants to enter into a contract(s) for the following services:

**Self-Funded Insured Group Health:** A Health Benefits Consultant that is licensed by the State of Texas, including licensed pursuant to Article 21.07-02 of the Insurance Code of 1951. Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said statute. The consultant is being engaged to assist the County in procuring group health benefits including Life, Accidental Death and Dismemberment for approximately 3800. The County’s current Group Health Benefits Plan with Life, Accidental Death and Dismemberment coverage expires on December 31, 2011.

The Hidalgo County Drainage District No. 1 Board of Director’s may, at their option, utilize the “Consulting Services for: Part I-Self-Funded Insured Group Health Benefits including Life, Accidental Death and Dismemberment Consultant(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director’s of Hidalgo County Drainage District No. 1 decide the firm selected as the Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the “Consulting Services for: Self-Funded Insured Group Health Benefits including Life, Accidental Death and Dismemberment Consultant(s) selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Director’s of Hidalgo County Appraisal District decide the firm selected as the Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

The consultants must prepare to devote sufficient staff and time to the County to monitor the current group health benefits provider and assure that replacement coverage is selected and in place by January 01, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing request for proposals with qualifications for the provision of **“Consulting Services for: Self-Funded Insured Group Health”** as specified herein.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, SEPTEMBER 07, 2011**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:  
RFP No: 2011-149-09-07-YZV  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**

**All applicable forms in this packet must be filled in its entirety and submitted with proposal response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

**SECTION I GENERAL TERMS AND CONDITIONS:**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a **Physical location of:** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, **AUGUST 31, 2011** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **SEPTEMBER 02, 2011**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All costs and expenses associated with the preparation and submission of all (bid, proposals, request for qualification and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

**NUMBER OF PROPOSALS TO BE SUBMITTED:** An original and ten (10) copies of RFP should be submitted.

**DISCLOSURE OF CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of

this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

**PROPOSER'S AFFIDAVIT:** Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-COLLUSION:** Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:**

Submitters must submit completed form enclosed herein.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF PROPOSALS:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in

the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:** Hidalgo County requires submitters, when hand delivering request for proposals with qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:** In order to be considered all submittals **must** be signed by an person authorized to bind the company or firm. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**DURATION OF CONTRACT:**

Effective date to commence is November 02, 2011 . The term of the contract is for an initial period of one (1) year with County's option to renew three (3) additional one (1) year terms.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term due to unforeseen delay of award for the next contract term.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

**SECTION II RFP REQUIREMENTS**

**REQUEST FOR PROPOSAL:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address as stated herein.

**CONTENTS:** The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**SELF-FUNDED INSURED GROUP HEALTH FIRM QUALIFICATIONS:** This section should contain the qualifications of the organization and the office location(s) involved. Additionally, this section should include:

- a. A description of the firm's personnel and their most recent similar projects;
- b. A summary example of at least one similar project with a county government;
- c. A minimum of three (3) client references for whom the same type of work or services was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes;
- d. A summary of the work plan, approach, tasks and outline of information that will be required from Hidalgo County;

- e. A typical schedule for the completion of this type of project; and
- f. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided;
- g. Errors and Omissions Insurance (Min. \$1 million per occurrence);
- h. Pursuant to Article 21.07-2 of the Insurance Code of 1951, Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said stature along with all other State, Federal or Local requirements.
- i. Minimum of five (5) years experience with County Government.

This project is limited to five (5) pages.

- (A) The Consultant must not have any monetary or financial interest with a potential participant.

This project is limited to five (5) pages.

**PERSONNEL AND STAFFING:** The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses and certifications as required by the State of Texas and Hidalgo County. The Group Health Consultant firm(s) should add copies of their Professional Liability Insurance.

**UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**SCOPE OF SERVICES:** Consultant Services for Group Health is on an “As Needed Basis” including, but not limited to the following for:

#### **GROUP HEALTH CONSULTANT**

- Monitoring of current health benefits provider, through December 31, 2011.
- Information and data collection.
- Preparation of the Request for a Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP).
- Solicitation of qualified insurers and vendors.
- Analysis of responses for recommendation.
- Selection and presentation of finalists; and
- Program implementation (effective 01-01-12).
- Information and data collection;

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:** Proposer is to provide a fee proposal based on the scope of work.

### **SECTION III: SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFP shall be submitted according to the program implementation date of January 01, 2012. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, qualifications, evidence of good organization background, references, ability to provide requested services any other factors found necessary for quality services.

#### **RFP Scoring and Ranking:**

- (A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.
- (B) After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

**Negotiation Process:** Hidalgo County Commissioner's Court will authorize the Purchasing Department to proceed to negotiate the proposal section of the RFP with the number one ranked firm. The firm will submit a detailed Scope of Services, project schedule/portion and flat fee proposal for negotiation. The consulting services firm shall be compensated by the County on an agreed upon flat fee. No commission fees will be allowed. After negotiations, if a contract for the engagement cannot be successfully completed for Commissioners Court's approval, the Purchasing Department will recommend to Commissioners Court that negotiations be ceased and the process will proceed with the second ranked firm. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFP/Q's.

Any contract awarded to a successful proposer will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products and/or performance of services ordered, or **(c)** terminated by County with thirty (30) day's written notice prior to cancellation.

**EVALUATION SYSTEM:** The evaluation consists of a 100-point scoring system. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.