



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 11, 2013

RE: **ADDENDUM NO.1**
FOR RFP No: 2012-145A-01-16-CGA
"Section 125 Voluntary Insurance
Products"-Hidalgo County And Hidalgo
County Drainage District No. One

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "**Section 125 Voluntary Insurance Products**"-Hidalgo County and Hidalgo County Drainage District No. One

Please add this **ADDENDUM NO. 1** to your Request for Proposals, so as to permit your company to submit a complete proposal packet.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL to cris.villarreal@co.hidalgo.tx.us , if you do not receive all pages of **ADDENDUM NO. 1**, please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFP packet for "**Section 125 Voluntary Insurance Products**"-Hidalgo County and Hidalgo County Drainage District No. One.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Agent/Company Name

MLS/cga
Enclosures

ADDENDUM NO. 1

January 11, 2013

HIDALGO COUNTY "SECTION 125 VOLUNTARY INSURANCE PRODUCTS"

PLEASE NOTE THE FOLLOWING CHANGES:

Request for Proposals: RFP No.: 2012-145A-01-16CGA

Acceptance date of proposals due date of Wednesday, January 16, 2013 at 9:30a.m. has been extended to:

- **Sealed proposals will be accepted until Friday, January 18, 2013 at 10:00a.m. ANY RFP's RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Thank you for participating in our procurement process. If you should have any questions, please contact me at (956) 318-2626 or via email to cris.villarreal@co.hidalgo.tx.us

I, _____, acknowledge receipt of **ADDENDUM NO. 1** dated, January 11, 2013 for "Section 125 Voluntary Insurance Products"-Hidalgo County and Hidalgo County Drainage District No. One.

Printed Participants Name

Date

Printed Name of Company

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE PROPOSAL PACKET.



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 26, 2012

Re: **HIDALGO COUNTY**
Request For Proposals - **“RFP- Section 125 Voluntary Insurance Products-Hidalgo County”**
RFP No: 2012-145A-01-16-CGA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY

"RFP- Section 125 Voluntary Insurance Products-Hidalgo County"
RFP No: 2012-145A-01-16-CGA

1. Request For Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements/Scope of Services, Attachments and Product forms, consisting of 33 pages.
4. Evaluation Criteria, Exhibit B, consisting of 3 pages.
5. Insurance Requirements (Exhibit C), consisting of 3 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Proposer/Vendor Application and W-9 form, consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Proposer Affidavit (Exhibit "E"), consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, email or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

12-26-12
Date

| | | |
|----------------------------|----------------------------------|-------------------------|
| RFP No: 2012-145A-01-16CGA | Buyer III: Gricelda (Cris) Ayala | Tel. No: (956) 318-2626 |
|----------------------------|----------------------------------|-------------------------|

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

RFP- "Section 125 Voluntary Insurance Products-Hidalgo County"
January 16, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

RFP No.: 12-145A-01-16CGA -Section 125 Voluntary Insurance Products

Page 1

1. Sealed proposals will be received for **“RFP- Section 125 Voluntary Insurance Products-Hidalgo County”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 (7) copies and two (2) CD's of all proposals are required, with the proposers 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.: 2012-145A-01-16CGA – Section 125 Voluntary Insurance Products-Hidalgo County”** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 16, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS SEALED ENVELOPE OR SEALED PACKAGE WITH REFERENCE TO: RFP-2012-145A-01-16CGA –“Section 125 Voluntary Insurance Products-Hidalgo County”**. 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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open 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 the 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 proposals.
11. Costs are to be net F.O.B., 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 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's Office 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: (IF APPLICABLE)
 - . 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 proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number or Contract No. (if any)

- d) Notation – “RFP- Section 125 Voluntary Insurance Products-Hidalgo County”
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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

Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

| | |
|------------------------------------|--------------------------------|
| Proposal Opening, 9:30 A.M. | <u>January 16, 2013</u> |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

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 bidders 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 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 material men 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 therefor 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 No. 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.
23. 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.
24. **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.**
25. 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.
26. 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.

27. Successful proposer shall warrant that all items/services shall conform with 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 Proposals 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.
28. 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.
29. 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.
30. 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.
31. 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
RFP- "Section 125 Voluntary Insurance Products-Hidalgo County"
RFP No: 2012-145A-01-16CGA
January 16, 2013

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
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 Proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Proposer 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 Invitation to 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

**SECTION 125-VOLUNTARY
INSURANCE PRODUCTS
EXHIBIT "A"**

**REQUIREMENTS/SCOPE OF SERVICES
AND PLAN FORMS**

RFP NO.: 2012-145A-01-16-CGA

**Purchasing Department
DUE DATE OF: JANUARY 16, 2013**

HIDALGO COUNTY
Request for Proposals
For
"Section 125 Voluntary Insurance Products"

RFP No.: 2012-145A-01-16CGA

Voluntary Combined Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision,
Voluntary Cancer Plan, Voluntary Accident Plan, Voluntary Critical Illness,
Voluntary Universal Life Insurance and COBRA Administration

Effective Date: 04-01-2013

Proposals Due: JANUARY 16, 2013 at 9:30 a.m.

HIDALGO COUNTY
PURCHASING DEPARTMENT
2802 So. BUS. HWY 281
EDINGURG, TX 78539

HIDALGO COUNTY
"Section 125 Voluntary Insurance Products"
RFP No: 2012-145A-01-16CGA

Hidalgo County is inviting for sealed proposals from qualified Insurance Carriers to provide insurance benefits for its employees and employee's dependents for Section 125 Voluntary Insurance Products including but not limited to: Voluntary Combined Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision, Voluntary Cancer Plan, Voluntary Accident, Voluntary Critical Illness, Voluntary Universal Life Insurance and COBRA Administration. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Section 125 Voluntary Insurance Products**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 16, 2013. ANY RFP's RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Section 125 Voluntary Insurance Products" provider(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(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) 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 "Section 125 Voluntary Insurance Products" providers 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 Provider is the same as the one selected by Hidalgo County, the provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Sealed Envelope and/or Sealed Package Must Show
The RFP Number, Name And Opening Date.**

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, January 9, 2013 at 5:00 P.M. at (956) 292-7612. Responses will be sent to all participants via facsimile by Friday, January 11, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") 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; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Physician, 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 Physician, 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 contracts 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 participant fails to comply with Texas Local Government Code Chapter 176. Physicians, 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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 BIDS:

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 cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. 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.

RFP DELIVERY:

Hidalgo County requires submitters, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the sealed envelope and/or sealed package.

SIGNING OF PROPOSALS:

In order to be considered all proposals **must** be signed. **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- ASSIGNMENTS:

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

DAVIS BACON ACT: (If Applicable)

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

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

EMPLOYEE ENROLLMENT:

In the event that a provider has not been awarded by the time the County has scheduled open enrollment, then upon Commissioner's Court approval of proposal award, the awarded number one ranked provider(s) must commence enrollment immediately.

Awarded number one ranked provider must make arrangements under the direction of Insurance Division of Benefits through point of contact, Flora Vazquez, Employee Benefits Director at (956) 318-2663 or email address: flora.vazquez@co.hidalgo.tx.us

SECTION II-RFP REQUIREMENTS:

Please review this document in its entirety. Be sure your proposal is complete, and double check that all forms and worksheets required to be submitted with your proposal are filled out completely.

Experience /Qualifications: Proposers shall possess the following experience, including but not limited to:

- Must have previous experience within the State of Texas, and will furnish bona fide references within their proposal to substantiate this experience;
- Must provide proof of financial stability to ensure continued services throughout the contract term.
- Proposer certifies they are a duly qualified, capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership, nor contemplates the same.
- Specific experience with public entities in the area.
- Must have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

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 unless otherwise determined by Hidalgo County. A total of **one (1) original and seven (7) copies and two (2) CD's** of the proposal shall be submitted to the address on the cover letter, with the proposers 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 sealed envelope and/or sealed package, "**RFP NO.: 2012-145A-01-16CGA – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS"**" in County's Purchasing Department, 2802 So. Business Hwy 281, Edinburg Texas, **on or before 9:30 a.m., Wednesday, JANUARY 16, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS SEALED ENVELOPE OR SEALED PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO. 2012-145A-01-16CGA – “SECTION 125 VOLUNTARY INSURANCE PRODUCTS”.

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

UNDERSTANDING 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.

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 with detailed description of the level of commitment to servicing the account, including the bilingual staffing accommodations. There is a one (1) page limitation for each biographic summary provided.

Hidalgo County prefers an office located within Hidalgo County. (physical location, address and telephone number to be specified)

Required Certifications and Submittal: This section will contain any licenses (current) and certifications as required by the Texas Department of Insurance. Hidalgo County requires proposers to include copies of their Professional Liability Insurance as stated in Exhibit C herein.

DURATION OF CONTRACT: The initial term of the contract shall be for a five (5) year term with a (3) year rate guarantee. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal. Hidalgo County has the option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the contract term in the event new providers have not been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County, Hidalgo County Drainage District #1 or Hidalgo County Appraisal District and any other applicable programs and agencies under Hidalgo County.

SCOPE OF SERVICES: Hidalgo County is requesting sealed proposals from insurance carriers to provide all the “**Section 125 Voluntary Insurance Products**” to the employees and employees’ dependents. Hidalgo County is requesting proposals equal to or better than current services/products for County of Hidalgo, Hidalgo County Drainage District No. 1 and/or Hidalgo County Appraisal District, including, but not limited to, the following:

PART I: Section 125 Voluntary Insurance Products:

A. Voluntary Products:

Combined Short Term and Long Term Disability, Dental, Vision, Cancer, Accident, Critical Illness, Universal Life Insurances. (Disability Insurance and Life Insurance are not Section 125 Products.)

1. 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;
2. Proposals are to be submitted on the basis of the specifications contained herein. Each proposing company will be required to complete the specific attachment requested. Alternate proposals will also be considered, provided the alternatives are clearly marked as alternates and are clearly explained. All deviations from the specifications must be clearly identified and explained;
3. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty;
4. The Hidalgo County employs approximately 3800 employees;
5. No electronic, telephone, or fax proposals will be accepted. Sealed Proposals will only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, hand delivery, etc. Hidalgo County will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened at the submitters expense;

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Number Of Copies To Be Submitted:

1. Proposals are to be submitted in a **sealed** envelope and/or **sealed** package clearly labeled **"RFP # 2012-145A-01-16CGA- "Section 125 Voluntary Insurance Products"**. **Please submit one (1) original and seven (7) copies and two (2) CD's of your proposals to:**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, January 9, 2013 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 11, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. HIDALGO COUNTY reserves the right to provide copies of all correspondence relevant to this assignment to interested participants.

D. Time Frame

1. The RFP requirements and/or specifications will be available to interested parties on/after, **Friday, January 4, 2013 at 3:00 P.M.**

Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2. The sealed envelopes and/or sealed packages will be opened in public at **9:30 a.m. on JANUARY 16, 2013**. The sealed envelopes and/or sealed packages shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept confidential during the process of proposal negotiations.
3. The parties submitting the selected proposal will be notified on or about **February, 2013**, of Hidalgo County's decision.
4. **Contract effective dates are as follow:**
 - a. Year of 2013----- **April 1, 2013;**
 - b. Year of 2014----- **January 1, 2014;**
 - c. Year of 2015----- **January 1, 2015;**
 - d. Year of 2016----- **January 1, 2016;**
 - e. Year of 2017----- **January 1, 2017;**

E. Proposals

1. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A good understanding of your products is a must. A narrative summary of all deviations from the RFP specifications is required as part of your proposal (if applicable). A detailed explanation and description of price quotation deviations should be submitted as well.
2. Requests for interpretation of the requirements will be provided by Flora Vazquez, Employee Benefits Director. All such responses will be made in writing. Oral explanations will not be binding.

3. The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance contracts are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.
4. Hidalgo County may issue an addendum(s) of this proposal by email and/or by fax. Proposals shall include name and fax number of the person to whom addenda should be sent.
5. **Hidalgo County is accepting only two proposals per insurance carrier with no more than two agents per proposal as assigned by carrier.**

F. **Plan Designs- Requirements and Specifications:**

****All products should be on a "No Loss-No Gain Basis" provisions for pre-existing conditions.

1. **The Disability – Combined Short and Long Term** should be income replacement insurance with different options of elimination periods and benefit periods, i.e., educator/political subdivision plans. Hidalgo County desires an income replacement plan with various periods and maximum benefit periods. Hidalgo County desires this benefit to be offered on a guarantee issue basis annually with no evidence of insurability second year and beyond. Your company definition of disability is required – we are seeking at minimum a three (3) year own occupation definition - along with offset requirements. We are requesting at minimum a three (3) year rate guarantee.
2. **The Dental Plans** offered should include a high and low option. High option must be an Indemnity Plan, while the low option can be either a PPO or a Scheduled type plan. Plans should offer a \$25 and/or a \$50 deductible, with endodontic and periodontal services paid at the basic benefit level. Plans should include both child and adult orthodontics. Maximum benefits should start at no less than \$1000 per year with an annual rollover benefit type feature. No waiting periods preferred for basic and major services. Request at minimum three (3) year rate guarantee.
3. **The Vision Plan** should include a 12-month Exam – 12-month Frames - 12 – month Lenses option with and without eye exam Copay and with and without materials Copay. We are requesting at minimum a \$50 wholesale/\$130-\$150 retail on frames and \$130 minimum on contacts. We request at minimum three (3) year rate guarantee.
4. **Cancer Plan** must be submitted with a high / low option. These products must be offered on a guarantee issued basis. Request at minimum three (3) year rate guarantee.
5. **Accident Plan** must be 24 hour coverage (on and off the job) and be submitted with a high/ low option. These products must be offered on a guarantee issued basis for first year. Request at minimum three (3) year rate guarantee.

6. **Critical Illness Plan** must be submitted with a high / low option. Requesting face amounts of \$5,000 for the low plan and \$10,000 for the high plan. These products must be offered on a guarantee issued basis. Request at minimum three (3) year rate guarantee.
7. **Individual Universal Life Plan** must provide a quote for individual universal life policies. Proposal should include options for spouse and/or dependent coverage.

G. QUALIFICATIONS

1. All companies (including agents) submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with public entities in Texas. The Company and Agent must have an organization that has demonstrated the ability to deliver cost-effective service and efficient claims processing.

Please enclose a list of at least (3) three past and (3) three current references within the past (5) five years, preferably county or city entities with your proposal.

2. The Company and Agent must provide proof of Insurance for E&O. Minimum of \$1,000,000 required. **Please enclose a copy with your proposal.**
3. The Company must be recommended in the latest edition of A.M. Best's Life Insurance Reports with a general policyholder's rating of A or better. *Please furnish the Best's policyholder rating for each company with which coverage is being quoted.*
4. The Company and Agent must have a willingness to commit to specified levels of performance for service and quality.
5. The Company and Agent must provide sufficient telephone service, preferably toll-free and local service, to handle inquiries directly from plan participants as well as Hidalgo County business officials.
6. The company must have the capability to provide loss run reports on a monthly basis and/or upon request of the County. Samples of standard financial and utilization reports should be provided in your proposal.
7. The selected Company and Agent must provide sufficient representatives and staff for County meetings and during the enrollment process.
8. The selected company should agree to submit monthly billings by employee and dependents showing separate dollar amounts for individual employee(s) and for each of the coverage(s).

H. OTHER REQUIREMENTS:

- a) **Online Enrollment System:** The County's online enrollment system consolidates all of the County's core and Voluntary employee plans.

- Submit with your proposal your systems capabilities to comply this requirement.
- Include a specific detail description timeline using an effective date of all products effective 04/01/2013.
- The County requires proposer to provide enrollers for the County's open enrollment period of at least five (5) enrollers are needed for a minimum of fifteen (15) working days.
- Enrollers will be compensated by selected/awarded provider and must be knowledgeable and capable of enrolling all voluntary products.

I. QUESTIONNAIRES AND WORKSHEETS

1. The questionnaires and worksheets provided in this RFP are designed to verify the Proposer's ability and willingness to meet various requirements and expectations about the services provided to Hidalgo County.
2. When responding to the worksheets please be concise yet specific with your answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to question on the questionnaire. The response could be highlighted in the body of the proposal for further clarification.

J. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the requirements, may result in disqualification. It is not intended that exceptions to the requirements will, in and of themselves, result in disqualification.

L. Terms of Contracts

Hidalgo County is seeking a five-year (5) contract with the County's option to terminate during the term of the contract, or at each anniversary date, with cancellation provisions (except for non-payment). Hidalgo County has the option to renew for and addition one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the contract term in the event new providers have not been awarded, for non-renewal or plan changes. **All products must be guarantee issued during open enrollment period.**

Hidalgo County reserves the right to terminate the contract at the expiration of each budget period. The contract will be for current revenues only in accordance with Texas Local Government Codes Ann. 271.903 (Vernon Supp. 1996).

M. Authorized Signature

Persons who have legal authority to represent the insurer and administrator to the services that are proposed must sign the proposal signature sheet.

N. Continuity of Coverage

All employees and dependents covered by the current plans are to receive immediate coverage under any new plan selected. All products should be on a **“no loss-no gain basis”** provisions for pre-existing conditions.

O. Enrollment

1. The basis for **“take-over”** is as of **April 1, 2013**. Each selected provider will be expected to provide at least three (3) trained enrollers to explain benefit provisions during annual open enrollment. The selected providers will also be responsible for providing enrollment materials prior to the employee benefit open enrollment.
2. The County’s enrollment system must be able to transmit to all selected vendors via EDI feed for products offered for each plan year, **including all voluntary insurance vendors and medical provider**.
3. The County’s Enrollment system must be able to enroll an employee in your proposed plan of benefits.
4. The County shall be able to make changes to an employee’s benefit election during each plan year. Information and changes shall be stored and be able to provide synchronization of enrolled data to a main data source.
5. Enrollers will be responsible for providing confirmations of elections and changes to the employee as opted, electronic or mailed copy.
6. Bilingual enrollers are mandatory for classified personnel assistance.

P. Connectivity

1. A mandatory requirement is that your company / carrier provide the technology for this benefit enrollment program to be effectively executed, and in a timely manner process the application of the products you are proposing on.
2. Participating carriers must be able to accept enrollment data via web-based enrollment system. The enrollment will be run on laptops and have the capability to send and receive data from the approved carrier’s enrollment system data warehouse via electronic data information feeds.
3. The proposing system may require a pre-population of a census from the enrollment system or Excel file, which contains information about an employee. Some general demographic information will be provided to insure validation of current or elected coverage.

4. *If you cannot meet our requirements you should decline as a proposing carrier.*

Q. Responsiveness

1. Your responsiveness and ability to provide Customer Service, manage and participate in your portion of the open enrollment, including but not limited to, communications, reporting, policy issue and back end data files to set up payroll will be considered. The timeline for accomplishing this project is limited to 90 days and you must guarantee that your company / carrier will be able to have the enrollment eligibility loaded to Payroll by the deadline as described below.

R. FOR INITIAL ENROLLMENT

1. Your proposal must identify all key personnel that will be assigned to administer your insurance product(s) with Hidalgo County. We request a local presence for agency support.

S. Billing & Reconciliation

1. Hidalgo County will require a system that will allow for list billing format if requested. Electronic billing format data of covered members will include the type of product, social security number, first name, last name, monthly premium amount, volume if applicable and carrier/product specifics.
2. For current deductions, this information is needed by the 10th of the month. Billing will be reconciled to payroll deductions, identifying variances and communicated to the carriers for corrections for the following cycle. Remittance will be processed by the 10th day of the following month.

T. Additional Requirements:

Attachments for each product proposal shall include the following items in this order and identified by TABS:

1. INTRODUCTION LETTER OUTLINING ALL PRODUCTS BEING PROPOSED
2. Company Full Benefit Description - include any and all waiting periods
3. Company Limitations and Exclusions Description
4. Specimen Policy
5. Underwriting Specifications for first year and thereafter
6. Pre-existing condition clauses
7. Schedule of Rates-INITIAL AND SUBSEQUENT YEARS

U. Companies with an A.M. Best rating of A or better are preferred

V. All data developed and submitted in connection with this RFP will be considered property of Hidalgo County.

- Provide a timeline for implementation using an effective date of April 1, 2013

W. SELECTION CRITERIA:

1. 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;
2. Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the requirements. The contract will be awarded to the responsible vendor who submits a superior but economical proposal based on the relative importance of the following selection criteria;
3. The County has the option to request clarifications from proposers regarding the products through questionnaires and/or presentation by company during the evaluation process.
4. The evaluation criteria will include, but not limited to, the following:

a. Experience (15)

1. Provides voluntary products for political subdivisions or entities within the State of Texas;
 - a. Meets minimum of three (3) past and three (3) current references within the past (5) five years;
 - b. Exceeds minimum requirement;
2. Ability to deliver cost-effective services;
3. Efficient claims processing experience;

b) Voluntary Benefits (50)

1. Comprehensiveness of benefit offerings;
 - a. Meets/exceeds County's request;
 - b. Ability to deliver each individual insurance product as specified under the "Plan Design";
2. Initial proposed price;
3. Subsequent years;

c) Capacity to perform Services/Staffing (35)

1. Representative specified levels of performance;
 - a. Level of commitment to servicing the account
2. Adequacy of Resources;
 - a. Staffing organizational chart/biographic summary relevant experience specific to project responsibilities;
 - b. Detailed description of level of commitment in staffing with bilingual accommodations and local office;

3. Professional financial stability;
 - a. Agent proof of Insurance for E&O;
 - b. Company policyholder rating;
4. On-Line Enrollment System Capabilities;

Part II: COBRA ADMINISTRATION SERVICES **(GROUP HEALTH PLANS)**

OVERVIEW:

“Group Health Plans” – Includes any plan that is provided to the employees, former employees, or the families of such employees, through insurance or “otherwise”. This includes many forms of arrangements such as insured plans, self-funded plans, and informal employer/employee arrangements: i.e. Major Medical Plans, Mental Health Plans, EAP Plans, Dental Plans, Vision Plans, Flexible Spending Accounts, HMP PPO Plans, Drug Programs, and Section 125 Plans. ”

I. COBRA ADMINISTRATION:

- Qualifying Event Submission – Report qualifying events online, instead of days via mail;
- COBRA Initial Rights Notice Submission – Accelerate the process of notifying newly covered employees and their families;
- Qualified Beneficiary Takeover Submission – Transfer existing participants to COBRA administrative services as soon as account is set up;
- Online Reporting – View entire account history online, including participant detail;
- Client Web Site Training Guide – Find answers to questions county might have concerning COBRA Administrative processes or procedures;
- COBRA Administration Guide - Find answers to questions county might have concerning COBRA Administrative processes or procedures;
- Online Resource Center – Review federal guidelines; have knowledge of latest IRS rulings, DOL opinions, and research current issues and court cases;

II. HIPAA Administration:

- Initial Rights Communications;
- Certificates of Creditable Coverage, via US Postal Service confirmed mailing service, including COBRA Coverage periods;
- Track, maintain and report activities for audit support;
- Prepare a tailored “address needed” communication requesting employee to notify employer of accurate address;
- Provide a duplicate Certificate of Coverage upon request up to 24 months from the loss of coverage;
- Track and respond to HIPAA inquiries;
- Bilingual customer support to assist participants;
- Prepare Past HIPAA Certificates of Coverage for employees and eligible dependents losing coverage;

- Prepare and distribute open enrollment, rate and carrier change communication for active employees and eligible dependents;

III. For Participants:

- **Online Elections** – Our secure online election process is protected by assigning a unique username and password, and is automated so beneficiaries can immediately use the Web Site.
- **View Account History** – Beneficiaries can access their entire account in real time and view elections, payments and plan history.
- **FAQs** – Beneficiaries can mail monthly COBRA payments to the County’s COBRA Administrator.

IV. COBRA Administration Questionnaire:

1. Will you provide timely initial notification of COBRA rights to new participants and qualified beneficiaries?
2. Will you shelter Hidalgo County from non-compliance penalties?
3. Will you provide timely and accurate eligibility and premium reporting?
4. Will you provide toll-free customer service line for qualified beneficiaries?
5. Will you ensure compliance with COBRA requirements?
6. Please provide a sample COBRA administration letter.
7. Will you provide COBRA participant notification as needed (qualifying events notification, notice of change of program i.e. changes in premium rates, billing changes in law, etc...)?
8. Will you monitor government legislation and communicate changes in the law to Hidalgo County and COBRA participants?
9. Will you collect COBRA premium and disburse to all vendors as appropriate?
10. Will you charge to 2% administrative surcharge (for disabled employees)?
11. Who retains the surcharge?
12. Will you handle the COBRA annual enrollment?
13. Will you produce HIPAA certificates on behalf of Hidalgo County to any employees terminating coverage? ____ If so, is there an additional cost for this?

SECTION III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal(s) with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality service and further detailed herein under Exhibit "B"-Selection Criteria.

- 1) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response.
- 2) Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Hidalgo County with respect to conformity to the specifications and other factors.
- 3) It is not the policy of Hidalgo County to purchase on the basis of low price alone. In evaluating the proposals submitted for the items listed, the following considerations will be taken into account: price, the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the county's needs; the vendor's past relationship with the county; the total long-term cost to the county to acquire the vendor's goods or services; and other relevant factor that a private business entity would consider in selecting a vendor.
- 4) The Hidalgo County Commissioner's Court, notwithstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:
 - Waive any insignificant defect or informality in any proposal procedure.
 - Reject any or all proposals.
 - Reissue a Request for Proposal.
- 5) **Hidalgo County's Enrollment will begin on or about February 2013 for an April 1, 2013 effective date of coverage. Awarded vendor must provide at least three (3) enrollers for the duration of open annual enrollment.**

Proposal Ranking: Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department (Budget and Management-Employee Benefits Division) will review, score and evaluate the Request for Proposals (RFP's) received. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking for recommendation. Thereafter the Hidalgo County Commissioners' Court and the Board of Directors will rank and/or award the proposals.

Additional Information to Terms and Conditions:

- All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- 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.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH SUBMITTAL: Proposers are to provide a fee schedule based overall on the scope of services and/or products being offered.

Number Of Copies To Be Submitted: Hidalgo County requires one (1) original submittal and seven (7) copies and two (2) CD's in a seal envelope and/or sealed package properly labeled on the outside.

HIDALGO COUNTY
Agent Felony Conviction Notification
RFP Submission Form

State of Texas legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person of business entity that enters into a contract with a HIDALGO COUNTY must give advance notice to HIDALGO COUNTY if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a HIDALGO COUNTY may terminate a contract with a person or business entity if HIDALGO COUNTY determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. HIDALGO COUNTY must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space(s)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Agent's Name _____

Authorized Company Official's Name (Printed): _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Print Name: _____ Date: _____

HIDALGO COUNTY
RFP Submission Form for All Product Lines

References:

- 1) Provide three (3) current and three (3) former client references (preferably county or city entities):

| <u>Name of Client</u> | <u>Contact Person</u> | <u>Phone Numbers</u> | <u>Employee Count</u> |
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HIDALGO COUNTY reserves the right to make any inquiry to any current and or former client whether or not the clients are identified by the offeror in this proposal.

Pricing and Product Summaries:

- 1) Please include pricing/cost for each product and description summaries with your proposal.

Product Support:

Please address and respond to the following: Yes or No

1. Your company has the ability to process and issue policies within two (2) weeks of the end of enrollment period? _____
2. Your company has the ability to notify Payroll of closed applications within 30 days of rejections? _____
3. Your company has the ability to provide all letters and reports electronically? _____
4. Your company has the ability to provide electronic bill reconciliation to Hidalgo County? _____
5. Your company's proposed products, riders and amendments are currently filed and approved by the State of Texas? _____

6. Does your company currently have any legal actions pending on any of the products being proposed? _____
7. Does your Agency currently have any legal actions pending on any of the products being proposed?

8. Does your company have any actions brought against you by any State Department of Insurance for any of the products being proposed? _____
9. Does your company pay for enroller appointments? _____
11. Your company must disclose all commissions paid to any producer, GA or MGA in each quote submitted. _____
12. What type of rate guarantees are available? _____
13. What type of notice will you give before raising rates? _____
14. Under what circumstances can your company raise the rates in this proposal? _____

15. Will a Master Contract be issued to HIDALGO COUNTY? _____
16. Will semi-annual claims experience reports be provided to Hidalgo County? _____

If yes, provide sample of reports.
17. Are Dental and Vision services covered outside the United States? _____ If yes, please provide detail description of reimbursement to either providers or employees.

HIDALGO COUNTY
Anti-Collusion Certification
RFP Submission Form

By submission of this proposal, the Proposer certifies that:

- (1) This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;
- (2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;
- (3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- (4) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

Company Name

Authorized Signature & Title

Address

Type Signatory's Name & Title

Telephone Number

Federal I.D. #

E-mail address

SUBSCRIBED AND SWORN to before me by the above named _____

On the _____ day of _____, 20____.

Notary Public in and for the State of _____

My commission expires: _____

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all General contract terms and conditions as set forth in RFP# 2012-145A-01-16CGA

My signature also certifies that by submitting a proposal in response to the Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Anti-Trust Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Texas.

I certify that I am authorized to sign as a representative for the offeror:

NAME OF OFFEROR: _____

ADDRESS: _____

FED. ID #: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

TELEPHONE No: _____

FAX No: _____

DATE: _____

CONTACT NAME: _____

CONTACT TITLE: _____

E-MAIL ADDRESS: _____

TELEPHONE No: _____

FAX No: _____

SUBMIT THIS FORM WITH YOUR PROPOSAL

Agent Information:

Hidalgo County requests the insurance company submit one proposal through the named agent selected by the insurance company. Please provide the following information for the agent selected by the insurance company. If multiple agents are used Hidalgo County reserves the right to disqualify your quote submission. Please provide information for your selected agent.

a) Copy of agent's E & O Insurance certificate. _____

b) Name / Address of agent: _____

c) Agent's experience with insurance company (Length of association, number of groups, Premium generated):

d) Will a "Hold Harmless Agreement" with provisions comparable to those presented in the RFP specifications be executed? Yes _____ No _____

Attachment A:

(All in excel format)

Complete Employee Census
Current Disability Census
Current Dental Census
Current Vision Census

Current Carriers Experience, Brochures & Rates

Combined Short and Long Term Disability Plan
Please complete information below

| | | | | | | | | |
|--|---|-----|-------|-------|-------|-------|---------|--|
| <i>Name of Carrier</i> | | | | | | | | |
| <i>Plan Name</i> | | | | | | | | |
| <i>AM Best Rating</i> | | | | | | | | |
| Elimination Periods | 0/3, 7/7, 14/14, 30/30, 60/60, 90/90, 180/180 | | | | | | | |
| Benefit Length Maximum | Until age 65 (SSRA) | | | | | | | |
| Minimum Monthly Benefit Available | \$200 | | | | | | | |
| Maximum Monthly Benefit Available (annual compensation divided by 12) | 60% of gross annual salary | | | | | | | |
| Physician Expense (office visit) Benefit | | | | | | | | |
| 1 st Day Hospitalization Benefit | | | | | | | | |
| Hospital Confinement Benefit | | | | | | | | |
| Partial Disability Benefit | | | | | | | | |
| Return to Work Benefit | | | | | | | | |
| Workplace / Accommodation Benefit | | | | | | | | |
| Survivor Benefit | | | | | | | | |
| Online Claims Tracking | | | | | | | | |
| Pregnancy Benefit | | | | | | | | |
| Disability Definition: | | | | | | | | |
| Disability Payment Definition: | | | | | | | | |
| List all Offsets applicable | | | | | | | | |
| Waiver of Premium | | | | | | | | |
| Portability | | | | | | | | |
| <i>Monthly Rates:</i> | | | | | | | | |
| Elimination Periods: | 0/3 | 7/7 | 14/14 | 30/30 | 60/60 | 90/90 | 180/180 | |
| Employee Only Rate Per \$1000 of Benefit: | | | | | | | | |

Dental Plans

Please complete format below

| <i>Name of Carrier</i> | High Plan | | Low Plan | |
|---|--------------------------------|--------------------|--------------------------------|----------------|
| <i>Plan Name</i> | Voluntary Indemnity | | | |
| <i>AM Best Rating</i> | | | | |
| <i>General Information:</i> | In Network | Out of Network | In Network | Out of Network |
| UCR | | 90 th % | | |
| Preventive | % | % | % | % |
| Basic | % | % | % | % |
| Major | % | % | % | % |
| Adult & Child Ortho | % | % | % | % |
| Plan Design Features: | | | | |
| Annual Deductible | \$ _____ Ind / \$ _____ Family | | \$ _____ Ind / \$ _____ Family | |
| Max. Benefit (Calendar Year) | \$ _____ | | \$ _____ | |
| Endodontic Coverage | % | % | % | % |
| Periodontal Coverage | % | % | % | % |
| Adult and Child Ortho (Lifetime Maximum) | \$ _____ | | \$ _____ | |
| Specialists | % | % | % | % |
| Monthly Rates: | Monthly Rate | | Monthly Rate | |
| Employee Only: | | | | |
| Employee & Spouse: | | | | |
| Employee & Child: | | | | |
| Employee & Family: | | | | |

Vision Plan
Please complete format below

| | | |
|---|----------------------|-----------------------|
| <i>Name of Carrier</i> | | |
| <i>Plan Name</i> | | |
| <i>AM Best Rating</i> | | |
| <i>General Information:</i> | | |
| | In Network | Out of Network |
| Examination Co-pay | \$ Co-pay | \$ |
| Lenses and/or Frames Co-pay | \$ Co-pay | \$ |
| Frame Allowance | \$ Wholesale | \$ Retail |
| Standard Single Vision Lenses | \$ Co-pay | \$ |
| Standard Bifocal Lenses | \$ Co-pay | \$ |
| Standard Trifocal Lenses | \$ Co-pay | \$ |
| Standard Lenticular Lenses | \$ Co-pay | \$ |
| Progressive Lenses | \$ Co-pay | \$ |
| Polycarbonate Lenses | \$ Co-pay | \$ |
| Tint | \$ Co-pay | \$ |
| Ultra Violet Coating | \$ Co-pay | \$ |
| Scratch Resistant Coating | \$ Co-pay | \$ |
| Anti-Reflection | \$ Co-pay | \$ |
| Contact Lenses – Elective | \$ Allowance | \$ |
| Contact Lenses – Medically necessary | Paid in Full | \$ |
| Exam/Lenses/Contacts/Frames Frequencies, ie, 12/12/12/12 | / / / months | / / / months |
| Contact Lenses Fitting | \$ Co-pay | \$ |
| Contact Lenses Follow Up | \$ Co-pay | \$ |
| Lasik Benefit | | |
| <i>Monthly Rates:</i> | Monthly Rates | |
| Employee Only: | | |
| Employee & Spouse: | | |
| Employee & Child: | | |
| Employee & Family: | | |

Voluntary Cancer Plans

Please complete format below

| <i>Name of Carrier</i> | | |
|------------------------------------|----------|-----------|
| <i>Plan Name</i> | Low Plan | High Plan |
| <i>AM Best Rating</i> | | |
| <i>General Information:</i> | | |
| Initial Diagnosis | | |
| Hosp Confinement | | |
| Extended Benefits | | |
| Intensive Care | | |
| Bone Marrow or Stem Cell | | |
| Drugs/Rx | | |
| Physician Attendance | | |
| Ambulance | | |
| Blood & Plasma | | |
| Physical Therapy | | |
| New / Experimental Treatment | | |
| Prosthesis | | |
| Wellness / Cancer screening | | |
| Chemo/Radiation | | |
| Surgical Procedure | | |
| Waiver of Premium | | |
| Portability | | |
| <i>Monthly Rates:</i> | | |
| Employee Only: | | |
| Employee + Spouse: | | |
| Employee + Child/ren: | | |
| Employee + Family: | | |

Voluntary Accident Plans

Please complete format below

| <i>Name of Carrier</i> | | |
|----------------------------------|------------------------|------------------------|
| <i>Plan Name</i> | Low Plan | High Plan |
| <i>AM Best Rating</i> | | |
| General Information: | | |
| On & Off Job Coverage | | |
| Accidental Death Benefit | | |
| <i>Employee/Spouse/Child/ren</i> | \$ /\$ /\$ | \$ /\$ /\$ |
| Common Carrier Accidental Death | | |
| Dismemberment | | |
| Initial Hospital Accident | | |
| Hosp Confinement – Accident | | |
| Intensive Care-Accident | | |
| Emergency Treatment | | |
| Medical Expense Benefit | | |
| Disability (Primary Insured) | | |
| Specific Sum – Dislocations | | |
| Specific Sum – Fracture | | |
| Prosthesis | | |
| Wellness Benefit | | |
| Major Diagnostic Exams | | |
| Surgical Procedure | | |
| Accident Follow Up Treatment | | |
| Waiver of Premium | | |
| Portability | | |
| Monthly Rates | | |
| Employee Only: | | |
| Employee + Spouse: | | |
| Employee + Child/ren: | | |
| Employee + Family: | | |
| Underwriting Criteria: | | |

Voluntary Critical Illness Plans

Please complete format below

| Group Critical Illness | Low - \$5,000 | High - \$10,000 |
|---------------------------|---------------------------------|-----------------|
| AM Best Rating | | |
| <i>Employee:</i> | \$5,000 | \$10,000 |
| <i>Spouse:</i> | | |
| <i>Child/ren:</i> | | |
| Initial Diagnosis | | |
| Coronary artery bypass | | |
| Heart Attack | | |
| Invasive cancer | | |
| In situ cancer | | |
| Major organ transplant | | |
| Renal failure | | |
| Stroke | | |
| Health Screening | | |
| Portability | | |
| Recurrence of a Diagnosis | | |
| Monthly Rates: | | |
| | <i>Employee Only Non Smoker</i> | |
| Age Banded | \$5,000 | \$10,000 |
| 18-35 | | |
| 36-49 | | |
| 50-59 | | |
| 60-64 | | |
| 65-69 | | |
| 70+ | | |
| | <i>Employee Only Smoker</i> | |
| Age Banded | \$5,000 | \$10,000 |
| 18-35 | | |
| 36-49 | | |
| 50-59 | | |
| 60-64 | | |
| 65-69 | | |
| 70+ | | |

VOLUNTARY WHOLE LIFE/UNIVERSAL LIFE

Universal Life Guaranteed Values

Universal Life Projected Values

Company Submitting Bid (Best Rating)

Sample Rates

Sample Rates for following ages: Male Monthly Rate \$10,000 Female Monthly Rate \$10,000 Male Cash Value @ 65 Female Cash Value @ 65 Male Cash Value @ 65 Female Cash Value @ 65 Male Cash Value @ 65 Female Cash Value @ 65

| Age | Smoker | Non-Smoker | Smoker | Non-Smoker | Smoker | Non-Smoker | Smoker | Non-Smoker | Smoker | Non-Smoker | Smoker | Non-Smoker | % |
|-----|--------|------------|--------|------------|--------|------------|--------|------------|--------|------------|--------|------------|---|
| <20 | | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | | |
| 35 | | | | | | | | | | | | | |
| 40 | | | | | | | | | | | | | |
| 45 | | | | | | | | | | | | | |
| 50 | | | | | | | | | | | | | |
| 55 | | | | | | | | | | | | | |
| 60 | | | | | | | | | | | | | |
| 65 | | | | | | | | | | | | | |
| 70 | | | | | | | | | | | | | |
| 75 | | | | | | | | | | | | | |

GUARANTEE ISSUE: AMOUNT: ? AMOUNT: ? AMOUNT: ? AMOUNT: ?

INCREMENT \$: AMOUNT: ? AMOUNT: ? AMOUNT: ? AMOUNT: ?

Minimum: \$10,000 \$10,000 \$10,000 \$10,000

Maximum Amount Guarantee Issue: ? ? ? ?

Maximum Amount with Insurability Questions

Insurability Questions:

DEPENDENTS: Include Rate table if needed

Spouse Guaranteed Issue Limit: Face Amount if flat term rider

Spouse Maximum

Other Options

Child(ren) Premium Amount

Child(ren) Face Amount \$, \$\$\$

Other

PARTICIPATION REQUIRED: %: %:

RATE GUARANTEE

RATE GUARANTEE to Age

Options

A D & D: Yes/No Amount

Accelerated Death Benefit: Yes/No Amount

AD & D Seat Belt: Yes/No Amount

Conversion Life Only: Yes/No Amount

Guaranteed Increase Benefit: Yes/No Amount

Suicide Clause: Yes/No Waiting Period

Waiver of Premium: Yes/No To Age ?

Portable: Yes/No Rates??

Long Term Care Rider: Yes/No

Active At Work Provisions - Employee: Yes/No

Active At Work Provisions - Dependent Spouse: Yes/No

Active At Work Provisions - Dependent Children: Yes/No

Other Options Please Explain

NOTES:

EXHIBIT B

EVALUATION/SELECTION CRITERIA

HIDALGO COUNTY REQUEST FOR PROPOSAL

“Section 125 Voluntary Insurance Products”

RFP NO.: 2012-145A-01-16-CGA

HIDALGO COUNTY

**“Section 125 Voluntary Insurance Products”
RFP NO.: 2012-145A-01-16-CGA**

EVALUATION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The evaluation criteria will include, but not be limited to the following:

| <u>Selection Criteria</u> | <u>Points</u> |
|---|---------------|
| A. Experience | 15 |
| 1. Provides voluntary products for county governments; a. Meets minimum of three (3) past and three (3) current references within the past five (5) years; b. Exceeds minimum requirement; | |
| 2. Ability to deliver cost-effective services; | |
| 3. Efficient claims processing experience; | |
| B. Voluntary Benefits | 50 |
| 1. Comprehensiveness of benefit offerings; a. Meets/Exceeds County's request; b. Ability to deliver each individual insurance product as specified under the "Plan Design"; | |
| 2. Initial Proposed Price; | |
| 3. Subsequent years; | |
| C. Capacity to Perform Services/Staffing | 35 |
| 1. Representative specified levels of performance; a. Level of commitment to servicing the account; | |
| 2. Adequacy of Resources; a. Staffing organizational chart/biographic summary relevant experience specific to project responsibilities; b. Detailed description of level of commitment in staffing with bilingual accommodations; | |
| 3. Proof of financial stability; | |
| 4. On-line Enrollment System Capabilities; | |
| Total Points: | 100 |

The County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

The County will first evaluated the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. The grid of will be presented of said evaluation to Hidalgo County Commissioner's Court/Board of Directors for ranking.

HIDALGO COUNTY
“Section 125 Voluntary Insurance Products”
RFP NO.: 2012-145A-01-16-CGA

RFP EVALUATION FORM

| <u>Selection Criteria</u> | <u>Points</u> | <u>Score</u> |
|---|---------------------|--------------|
| A. Experience | | |
| 1. Provides voluntary products for county governments or entities within the State of Texas; | | |
| a. Meets minimum of three (3) past and three (3) current references within the past five (5) years; | 0-5 | _____ |
| 2. Ability to deliver cost-effective services; | 0-5 | _____ |
| 3. Efficient claims processing experience; | 0-5 | _____ |
| B. Voluntary Benefits | | |
| 1. Comprehensiveness of benefit offerings; | | |
| a. Meets/Exceeds County's request; | 0-10 | _____ |
| b. Ability to deliver each individual insurance product as specified under the "Plan Design"; | 0-10 | _____ |
| 2. Initial Proposed Price; | 0-20 | _____ |
| 3. Subsequent years; | 0-10 | _____ |
| C. Capacity to Perform Services/Staffing; | | |
| 1. Representative specified levels of performance; | | |
| a. Level of commitment to servicing the account; | 0-15 | _____ |
| 2. Adequacy of Resources; | | |
| a. Staffing organizational chart/biographic summary relevant experience specific to project responsibilities; | 0-5 | _____ |
| 3. Proof of financial stability; | 0-10 | _____ |
| 4. On-line Enrollment System Capabilities; | 0-5 | _____ |
| | Total Points | 100% |
| | Total Score | _____ |

Provider: _____

Evaluator: _____

Pct./Dept. _____

Comments: _____

EXHIBIT C

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$ |
| | <input type="checkbox"/> CLAIMS MADE OCCUR | | | | MEDICAL (Any one person) \$ |
| | <input type="checkbox"/> OWNER'S & CONT. PROT | | | | PERSONAL & ADV INJURY \$ |
| | <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY | | | | ANNUAL AGGREGATE \$ |
| | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMP/OP AGG \$ |
| | | | | | |
| B | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY | | | | AUTO ONLY-EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY AGG \$ |
| C | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | E.L. DISEASE-EA EMPLOYEE \$ |
| | | | | | E.L. DISEASE-POLICY LIMIT \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| 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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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 on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR
HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE"**

RFP No.: 2012-145A-01-16-CGA

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court and/or Hidalgo County District Board between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County and Hidalgo County Drainage District No. 1 except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__.