



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

September 01, 2010

Re: **HIDALGO COUNTY**  
Request for Proposals - **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING  
THIRD PARTY ADMINISTRATION SERVICES)**  
**RFP NO.: 2010-195-09-22-YSI**

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,

A handwritten signature in black ink, appearing to read "Martha L. Salazar".

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/ysi

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**

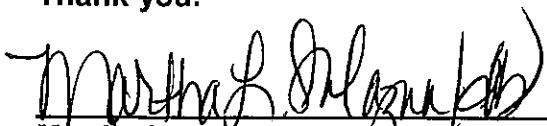
**HIDALGO COUNTY  
"PROPERTY AND CASUALTY INSURANCE"  
(Including Third Party Administration Services)**

**RFP NO.: 2010-195-09-22-YSI**

1. Request For Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of   9   pages.
3. Exhibit "A" Requirements consisting of   7   pages.
  - a. Property & Casualty consisting of  32  pages.
4. Exhibit "B" Selection Criteria, consisting of   3   pages.
5. Exhibit Folders (Attachments), Table of Contents & CD, consisting of   1   page.
6. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of   1   page.
7. Proposer/Vendor Application and W-9 form, consisting of   6   pages.
8. Insurance Requirements (Exhibit C), consisting of   4   pages.
9. Conflict of Interest Questionnaire (CIQ), Exhibit "D", consisting of   1   page.
10. Proposer's 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 or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

September 01, 2010  
Date

RFP NO: 2010-195-09-22-YSI

BUYER III: YVETTE S. ISLAS

Tel. No: (956) 318-2626

## **REQUEST FOR PROPOSALS**

**Hidalgo County**  
Edinburg, Texas

**“Property and Casualty Insurance”**  
**(Including Third Party Administration Services)**  
September 22, 2010

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

## LEGAL NOTICE

RFP NO: 2010-195-09-22-YSI

1. Sealed proposals will be received for **“PROPERTY AND CASUALTY INSURANCE” (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)**, 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 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.: 2010-195-09-22-YSI “PROPERTY AND CASUALTY INSURANCE” (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)”** and in Hidalgo County's Purchasing Department, 2812 South Highway Business 281, Hidalgo County Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 22, 2010. 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 ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL: RFP NO.: 2010-195-09-22-YSI “PROPERTY AND CASUALTY INSURANCE” (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)”**. 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 separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to 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. The 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. Cost 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 (if any)
  - d) Notation - **“PROPERTY AND CASUALTY INSURANCE (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)”**
  - 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:

**Ray Eufrazio, CPA, Hidalgo County Auditor**  
**2808 So. Bus. Hwy 281, New Administration Bldg.**  
**Edinburg, TX 78539**  
**(956) 318-2511**

17. Schedule of Events

<b>Proposal Opening, 9:30 A.M.,</b>	<b><u>September 22, 2010</u></b>
<b>Project/Anticipated Award Date:</b>	_____, 20__
<b>Commence Work or Deliver Products</b>	_____, 20__

18. RFP 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 proposers shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
  - . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
20. 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.
21. 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.
22. 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  
**HIDALGO COUNTY**  
**“PROPERTY AND CASUALTY INSURANCE”**  
**(INCLUDING THIRD PARTY ADMINISTRATION SERVICES)**

**RFP NO.: 2010-195-09-22-YSI**

September 22, 2010

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 vendor proposes and commits to furnish all labor, equipment, material, software and/or required specification 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 and/or services described in the Requirements within the time stated and for the price rates 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 Bid 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: \_\_\_\_\_

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**

**“PROPERTY AND CASUALTY INSURANCE POLICIES”**  
**(Including Third Party Administration Services)**  
**RFP NO.: 2010-195-09-22-YSI**

**HIDALGO COUNTY  
REQUEST FOR PROPOSAL  
"PROPERTY AND CASUALTY INSURANCE POLICIES"  
(Including Third Party Administration Services)**

**RFP NO.: 2010-195-09-22-YSI**

**OVERVIEW:**

Information provided in these specifications/requirements is to be used only for purposes of proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will be received consideration if Hidalgo County, at its sole discretion feels it is in the best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539.**

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP No.: 2010-195-09-22-YSI  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show:**

**RFP NO.: 2010-195-09-22-YSI**  
**“Property and Casualty Insurance Policies”**  
**(Including Third Party Administration Services)**

The following outlines the Request for Proposal:

**SECTION I - GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, September 08, 2010, at 5:00 P.M. at (956) 292-7612 OR VIA EMAIL TO: [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us). Responses will be sent to all applicants via facsimile or email by Friday, September 10, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretation of the Request for Proposal, if made will be made by Addendum dully issued. A copy of such Addendum will be mailed or delivered via fax or via email to each person receiving the Request for Proposal.

**CONFLICT OF INTEREST:** Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

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

**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 costs occasioned thereby.

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

**PROPOSAL DELIVERY:** Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

**SIGNING OF PROPOSALS:** In order to be considered all submittals **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:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

## **SECTION II - RFP REQUIREMENTS**

**Request For Proposal:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

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

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. 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. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

**Required Certificates and Submittal:** This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

**If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**DURATION OF CONTRACT:** The initial term of the contract shall be for a two (2) year period, January 01, 2011 – December 31, 2013, (24 months), with the County's option to renew for two (2) additional one (1) year terms. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

If the awarded vendor for any reason or for no reason cancels and/or terminates any coverage under any insurance policy awarded or procured on behalf of Hidalgo County by the awarded vendor under this Request for Proposal, the awarded vendor shall remit within ten (10) days to Hidalgo County any portion of the policy premium paid by the Hidalgo County for such canceled or terminated coverage. In calculating the portion of the policy(s) premium to be remitted to Hidalgo County, the amount due Hidalgo County shall be determined by the number of days coverage for the full term of policy(s) as written in such canceled or terminated policy(s) less the number of days actual coverage provided under such policy to Hidalgo County (the "Factor"). The Factor shall be multiplied by the premium paid by Hidalgo County for such policy(s) and the result shall be the amount to be remitted to Hidalgo County. The amount to be remitted to Hidalgo County in the event of any cancellation or termination of coverage shall in no manner limit any other remedies Hidalgo County may exercise in the event of such cancellation or termination of any of such policy(s).

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal and seven (7) copies.**

### **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 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.

**Proposal Ranking:** A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

**Negotiation Process:** The number one ranked firm will be contacted for negotiation process. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

**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 day's written notice prior to cancellation.

**PROPOSAL SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

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

RFPs must be submitted by **no later than 9:30 a.m. on September 22, 2010.**

**EVALUATION:** The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

**PROPERTY, BOILER & MACHINERY**

<b>Primary Program Options -</b>	<b>Property, Boiler &amp; Machinery</b>
----------------------------------	-----------------------------------------

<b>Limits:</b>	<b>\$196,288,389</b>
Buildings, Structures, and	\$166,705,016
Personal Property – Limit	\$ 33,153,313
 <b>Sub-Limits:</b>	
Earth Movement	\$ 1,000,000
Flood (Excl Zone A)	\$ 5,000,000
Newly Acquired Locations	\$ 2,000,000
Accounts Receivable	\$ 500,000
Valuable Papers	\$ 500,000
Demolition Cost	\$ 500,000
Increased Cost of Const	\$ 500,000
Transit (EDP 50,000)	\$ 25,000
Extra Expense	\$ 250,000
EDP Equipment (Newly Acquired 1,000,000)	Per Schedule Provided
Media	Per Schedule Provided
Business Interruption	\$ 1,000,000
Mobile Equipment – Hidalgo County	Per Schedule Provided
Builders Risk:	\$ 50,000
Fine Arts (Blanket 500,000)	Per Location
 Equipment Breakdown	\$ 50,000,000
Expediting Expense	\$ 100,000
Water Damage	\$ 100,000
Spoilage	\$ 100,000
Hazardous Substances	\$ 100,000
 <b>Deductible Options:</b>	
All Other Perils	\$ 25,000 2% Wind/Hail
 Equipment Breakdown	a) \$10,000 b) \$ 25,000
Headstart	c) \$1,000 All Perils
Earth & Quake	\$ 100,000 Ded

**Policies– All Options/Coverages:** To Be Determined

**Payment Terms:**

**A. PROPERTY**

**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES  
REQUESTED LIMITS**

\$199,858,329 Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

\$1,500,000 Business interruption and extra expense.

**Sublimits:** See Cover sheet

**REQUESTED DEDUCTIBLES**

\$10,000; \$25,000; \$50,000 or \$100,000 (2% Wind/Hail)  
Per occurrence deductible applicable to all County coverage combined.

\$25,000 Wind/Hail Head Start

**REQUESTED COVERAGE PROVISIONS**

**Requested Effective Date:** January 1, 2011 to January 1, 2013

Accepted  Declined

**Named Insured:** The named insured should read as follows. **HIDALGO COUNTY**

Accepted  Declined

**Covered Locations:** Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted  Declined

**Coverage for Property at Unscheduled Locations:** Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted  Declined

**Property in Transit:** Please provide coverage on property in transit.

Accepted  Declined

**Newly Acquired Locations—Real Property:** Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted  Declined

**Newly Acquired Locations—Personal Property:** Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted  Declined

**Covered Property:** Please include the following as covered property.

Personal property of others

Accepted  Declined

Employees' property

Accepted  Declined

Building glass

Accepted  Declined

Attached signs

Accepted  Declined

Detached signs

Accepted  Declined

Fences

Accepted  Declined

TV and radio antennas

Accepted  Declined

Foundations and other underground property

Accepted  Declined

Retaining walls not part of a building

Accepted  Declined

Land, excavations, grading, filling

Accepted  Declined

Lawns, trees, shrubs, plants

Accepted  Declined

Growing crops

Accepted  Declined

Animals

Accepted  Declined

Tools, dies, patterns, and molds

Accepted  Declined

Fine arts

Accepted  Declined

Jewelry, watches, furs, and silverware

Accepted  Declined

Bullion and precious metals

Accepted  Declined

Money and securities

Accepted  Declined

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted  Declined

Roads, tunnels, bridges

Accepted  Declined

**Perils:** Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted  Declined

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted  Declined

Earth movement coverage, including but not limited to earthquake

Accepted  Declined

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted  Declined

Radioactive contamination, resulting loss only, direct damage

Accepted  Declined

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted  Declined

Spoilage of perishable goods resulting from mechanical breakdown

Accepted  Declined

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted  Declined

**No Debris Removal Sublimit:** Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted  Declined

**Coverage for Removal of All Debris:** Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted  Declined

**Pollutant Cleanup Coverage:** Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted  Declined

**Yard Property Limit:** Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted  Declined

**No Protective Safeguards Provision:** Please delete any protective safeguards provision contained in your form.

Accepted  Declined

**Joint Loss/Loss Adjustment Agreement:** Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted  Declined 

**Valuation:** Please provide coverage on a replacement cost basis for all types of property

Accepted  Declined 

**Valuation of Property of Others:** Property of others should be valued at the replacement cost.

Accepted  Declined 

**Requirement To Rebuild on Same Premises:** Please delete any such requirement.

Accepted  Declined 

**Direct Damage Coinsurance:** Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted  Declined 

**Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger:** Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted  Declined 

**Combination Business Interruption and Extra Expense Coverage Form:** Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted  Declined 

**Please provide the following endorsements:**

**Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:**

Accepted  Declined

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

- d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted [ ] Declined [ ]

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted [ ] Declined [ ]

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted [ ] Declined [ ]

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted [ ] Declined [ ]

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted [ ] Declined [ ]

**Copies of Forms:** Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted  Declined

**Copies of Inspection Reports and Recommendations:** Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted  Declined

**Loss Control Services:** Please outline the loss control services that will be provided.

Accepted  Declined

**Loss Reports:** Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted  Declined

**QUOTED PREMIUM**

**Total Premium:** \$\_\_\_\_\_

**Premium Breakdown:** Please indicate the premium for each of the requested coverage provisions: \_\_\_\_\_

**Premium Payment Plans:** Please provide the details of any available premium payment plans: \_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

**Description of Operations:** Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

**Locations and 100 Percent Values:** See "Schedule of Locations and Values."

**Construction and Protection Information:** See "Construction and Protection Schedule."

**B. BOILER & MACHINERY**

**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES**

**Limits:**

\$50,000,000 Direct damage, per accident

\$Included Combined business interruption and extra expense, actual loss sustained coverage

**Sublimits:**

\$100,000 Expediting expense

\$100,000 Hazardous substances

\$100,000 Spoilage

\$100,000 Water damage

**Deductibles:**

\$10,000; \$25,000 Deductible per accident, direct damage

24 hours Deductible per accident, time element coverage

**REQUESTED COVERAGE PROVISIONS**

**Newly Acquired Locations:** Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.

Accepted  Declined

**"Extended Comprehensive Object" Definition:** Please use an extended comprehensive object definition.

Accepted  Declined

**Fiber Optic Cable:** Please include fiber optic cables as covered objects.

Accepted  Declined

**Coverage for Computers:** Please include as covered objects computers that are not used to operate or control other covered objects.

Accepted  Declined

**Coverage for Medical and Diagnostic Equipment:** Please include medical and diagnostic equipment as covered objects.

Accepted  Declined

**"Turbine Accident" Definition:** Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted  Declined 

**In Use/Connected Ready for Use:** Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted  Declined 

**Testing Coverage/Resultant Damage:** If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted  Declined 

**Consequential Damage Coverage:** Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted  Declined 

**Utility Interruption Coverage:** Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted  Declined 

**Replacement Cost Coverage:** Please provide coverage on a replacement cost basis.

Accepted  Declined 

**Defense Coverage and Supplementary Payments:** Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted  Declined 

**Ordinary Payroll Coverage:** Please include ordinary payroll in the definition of "actual loss."

Accepted  Declined 

**Suspension of Coinsurance:** Please include a suspension of coinsurance endorsement.

Accepted  Declined

**Delete Monthly Limitation:** Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted  Declined

### REQUESTED SERVICES

**Copies of Forms:** Please provide copies of all proposed forms and endorsements.

Accepted  Declined

**Copies of Inspection Reports and Recommendations:** Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted  Declined

**Loss Control Services:** Please outline the loss control services that will be provided.

Accepted  Declined

### QUOTED PREMIUM

**Total Premium:** \$ \_\_\_\_\_

**Premium Breakdown:** Please indicate the premium charges for each of the requested coverage provisions:

**Premium Payment Plans:** Please provide the details of any premium payment plans:

### EXPOSURE AND RATING INFORMATION

**Description of Operations:** Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

**Locations and 100 Percent Values:** See "Schedule of Locations and Values."

**PRIMARY PROGRAM OPTIONS**

**Primary Program Options -**

**Limits:**

GL:	\$1,000,000 each occurrence \$50,000 SIR \$2,000,000 General Aggregate (Annual) \$2,000,000 Products/ Completed Operations Annual Aggregate
(EBPAL)	\$ 100,000 Fire Damage to Premises \$1,000,000 Employee Benefits Liability \$50,000 SIR \$3,000,000 Aggregate
Auto:	\$1,000,000 Combined Single Limits (As per schedule) \$ 5,000; 10,000; \$25,000 Ded. Comprehensive & Collision
POL: (EPML)	\$2,000,000 each claim \$2,000,000 Aggregate \$100,000 SIR
LEL:	\$1,000,000 each claim \$1,000,000 Aggregate \$100,000 SIR
(EPL)	\$2,000,000 Each Wrongful Act \$2,000,000 Total Limit \$100,000 SIR

**\* Deductible/SIR Options:**

GL:	a) \$5,000 per occurrence b) \$25,000 per occurrence c) \$50,000 per occurrence d) \$100,000 per occurrence e) \$200,000 per occurrence f) Headstart: \$1,000 per Occurrence
AUTO:	a) \$10,000 per occurrence Comp/Coll b) \$25,000 per occurrence c) \$50,000 per occurrence Liability d) Headstart: \$1,000 per Occurrence
POL:	a) \$25,000 each claim; b) \$50,000 each claim
LEL:	a) \$10,000 each claim b) \$25,000 each claim c) \$50,000 each claim

**Policies– All** To Be Determined  
**Options/Coverages:**

**Payment Terms:**

**Please include the insurer’s A.M. Best rating in your proposal.**

**C. AUTOMOBILE**

**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES**

**Liability Coverage:**

\$1,000,000: Combined Single Limits

Optional Quote: **Please include Auto Policy With Uninsured Motor's and Personal Injury Protection (PIP) Coverage.**

**Physical Damage Coverage:**

Coverage should apply to autos as indicated below each type of coverage.

*Comprehensive*

- 1. \$5,000.00 Deductible
- 2. ACV Less \$10,000 Deductible
- 3. Optional \$25,000 Deductible

*Collision*

- 1. \$5,000.00 Deductible
- 2. ACV Less \$10,000 Deductible
- 3. Optional \$25,000 Deductible

Coverage should apply to autos as indicated for each type of coverage.

**REQUESTED COVERAGE PROVISIONS**

**Note:** This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

**Requested Effective Date:** January 1, 2011 to January 1, 2013

**Named Insured:** The named insured should read as follows: Hidalgo County

Accepted  Declined

**Coverage Form:** Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted  Declined

**Additional Insured-Lessor Endorsement (CA 20 01):** Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers \_\_\_\_\_, on the schedule. The lessors are: \_\_\_\_\_

Accepted  Declined

**Fellow Employee Exclusion:** Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted  Declined

Please include the following endorsements:

### Delayed Notice of Occurrence Endorsement

**The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:**

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted  Declined

### **Pollution Liability—Broadened Coverage for Covered Autos Endorsement (CA 99 48):**

Please quote a separate premium for adding this endorsement.

Accepted  Declined

Alternatively, please provide a quotation for removal of exclusion 11 (pollution) entirely.

Accepted  Declined

### **Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:**

Accepted  Declined

### **Broad Named Insured:**

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted  Declined

**UNINTENTIONAL ERRORS AND OMISSIONS**

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted  Declined

**NOTICE OF OCCURRENCE**

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted  Declined

**REQUESTED SERVICES**

**List of Forms:** Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted  Declined

**Copies of Forms:** Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted  Declined

**Loss Runs:** Please provide us with Quarterly reports of losses.

Accepted  Declined

**QUOTED PREMIUM**

**Total Premium:** \$\_\_\_\_\_

**Premium Computation Information:** Please include the details of all premium computations:\_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plans:\_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

**Description of Operations:** Refer to enclosed Underwriting information.

**Vehicle Classification:** All vehicles should be classified as outlined in the attached Vehicle Schedule.

**Hired and Nonowned Auto Liability:** The total number of employees at all our locations is 3,330 .The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

**Loss Control Programs:** Per Attached

**Loss History:** Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

**Vehicle Schedule – Per Attached.**

**D. GENERAL LIABILITY**

**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES**

- \$1,000,000 Bodily injury and property damage, per occurrence
- \$2,000,000 Products/completed operations aggregate limit
- \$2,000,000 General aggregate limit (other than products/completed operations)
- \$100,000 Fire damage limit, any one fire
- \$1,000,000 Employee benefits liability coverage/\$3,000,000 Aggregate
- \$1,000,000 Law Enforcement Liability/\$1,000,000 Aggregate

**REQUESTED SIR OPTIONS OF:**

1. None
2. \$5,000
3. \$10,000
4. \$25,000
5. \$50,000

**Unlimited General Aggregate Limit:** It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A \$5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted  Declined

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted  Declined

- **Fire Legal Liability:** As an option, please quote a fire damage limit of \$250,000.

**REQUESTED COVERAGE PROVISIONS**

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

**Requested Effective Date:** January 1, 2011 to January 1, 2013

Accepted  Declined

**Named Insured:** The named insured should read as follows. **Hidalgo County**

Accepted  Declined

**Broad Form Named Insured Endorsement:** Please include the manuscript broad form named insured endorsement included with this submission.

Accepted  Declined

**Occurrence Coverage:** Please quote occurrence (rather than claims-made) coverage.

Accepted  Declined

**Coverage Form:** Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted  Declined

**Contractual Liability Coverage for False Arrest:** Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted  Declined

**Fellow Employee Exclusion:** Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

**Additional Persons Insured—Employee  
Bodily Injury to Another Employee Endorsement**

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted  Declined

**Employee Benefits Liability:** Please provide occurrence coverage.

Accepted  Declined

**Automatic Additional Insureds:** Please provide an endorsement to the effect that all entities/individuals are additional insureds if required under the terms of a written contract.

Accepted  Declined

### Unintentional Errors and Omissions Endorsement

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission was not intentional.

Accepted  Declined

### Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted  Declined

### Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted  Declined

### Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted  Declined

**Cancellation Notice:** Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted  Declined

**Pollution Exclusion:** The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted  Declined

**Pollution Coverage:** Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted  Declined

**Elected or Appointed Officers as Additional Insureds:** Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted  Declined

**Coverage for Volunteers:** Please amend the "Who Is an Insured" provision to include volunteer workers as employees (CG 20 21, additional insured—volunteers).

Accepted  Declined

### REQUESTED SERVICES

**List of Forms:** Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted  Declined

**Copies of Forms:** Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted  Declined

**Loss Runs:** Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted  Declined

**Loss Control Services:** Please outline the loss control services that will be provided.

Accepted  Declined

**QUOTED PREMIUM**

**Total Premium:** \$\_\_\_\_\_

**Premium Computation Information:** Please provide full details of the premium computation:  
\_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plans:  
\_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

**Description of Operations:** Refer to enclosed Underwriting Information.

**Employee Benefits Liability:** The total number of employees is 3330 (refer to page 22).

**Loss Control Programs:** DESCRIBE

**Loss History:** Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

**E. REQUESTED COVERAGES, LIMITS, AND SIR**

\$1,000,000 Law enforcement officers errors and omissions liability Each Claim  
\$1,000,000 Annual aggregate

Need options of \$50,000 and \$100,000 in punitive or exemplary damages for the limits specified.

**Requested Effective Date:** January 1, 2011 to January 1, 2013

Accepted  Declined

**Named Insured:** The named insured should read as follows. HIDALGO COUNTY

Accepted  Declined

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted  Declined

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted  Declined

Volunteer and part-time workers in the Sheriff's Department.

Accepted  Declined

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted  Declined

**Occurrence Coverage Trigger:** Please provide occurrence-based coverage.

Accepted  Declined

**Definition of "Occurrence":** If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted  Declined

**Prior Acts Coverage:** In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted  Declined

**No Retroactive Date:** If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted  Declined

**Extended Reporting Period (ERP) Option:** If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted  Declined

**Time To Elect ERP:** The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted  Declined

**"Pay on Behalf of" Coverage:** Please provide coverage on a "pay on behalf of" basis.

Accepted  Declined

**First Dollar Defense Coverage:** Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted  Declined

**Defense Coverage Outside of Limits:** Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted  Declined

**Defense Coverage for Questionable Claims:** Please provide coverage for defense of questionable or possibly excluded claims.

Accepted  Declined

**Supplementary Payments:** Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted  Declined

**Mutual Law Enforcement Agreement:** Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted  Declined

**"Moonlighting" Coverage:** Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted  Declined

**Punitive Damages:** Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted  Declined

**Covered Perils:** Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted  Declined

Malicious prosecution

Accepted  Declined

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted  Declined

Discrimination (as respects noninsureds)

Accepted  Declined

Humiliation

Accepted  Declined

Libel, slander, entrance in violation of the right of privacy

Accepted  Declined

Assault and battery

Accepted  Declined

First aid E&O

Accepted  Declined

False or improper service of process

Accepted  Declined

Violation of property rights

Accepted  Declined

Violation of civil rights

Accepted  Declined

Alleged criminal acts

Accepted  Declined

**Delete Exclusions:** Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted  Declined

Bodily injury while in custody of an officer

Accepted  Declined

Bodily injury while in jail (e.g., jail fires)

Accepted  Declined

Damage to tangible property

Accepted  Declined

Misuse of a motor vehicle

Accepted  Declined

Care, custody, and control of property of others

Accepted  Declined

Intentional acts

Accepted  Declined 

**Delete Products Liability Exclusion:** Please delete this exclusion if contained in your form.

Accepted  Declined 

**Modify Products Liability Exclusion:** If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted  Declined 

### Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted  Declined 

**Ninety Days' Notice of Cancellation:** Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted  Declined 

### REQUESTED SERVICES

**Copy of Form:** Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted  Declined 

**Insurer's Best Rating:** Please include the insurer's Best's Rating in your proposal.

Accepted  Declined 

**Defense Counsel:** If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

**Loss Control Services:** Please describe in your proposal the loss control assistance that will be provided.

**QUOTED PREMIUM**

**Total Premium:** \$ \_\_\_\_\_

**Premium Breakdown:** Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: \_\_\_\_\_

**Cost of ERP Option:** Please indicate the cost of the extended reporting period (ERP) option: \_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plan: \_\_\_\_\_

**EXPOSURE AND RATING INFORMATION**

Refer to enclosed Law Enforcement Liability Underwriting Information.

**F. PUBLIC OFFICIALS LIABILITY**

**REQUESTED COVERAGES, LIMITS, AND SIR**

\$50,000.00; \$100,000 In Punitive or Exemplary Damages with limit as specified.  
\$2,000,000 Per Occurrence Public officials errors and omissions liability  
\$2,000,000 Annual aggregate

**\*\*Please endorse to the policy, Bail Bond Board and District Judges\*\*.**

**REQUESTED COVERAGE PROVISIONS**

**Requested Effective Date:** January 1, 2011 to January 1, 2013

Accepted  Declined

**Named Insured:** The named insured should read as follows. HIDALGO COUNTY

Accepted  Declined

**Include as Insureds:** Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted  Declined

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted  Declined

Employees (including part-time employees)

Accepted  Declined

Volunteers

Accepted  Declined

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted  Declined

**Occurrence Coverage Trigger:** Please provide occurrence-based coverage.

Accepted  Declined

**Definition of "Occurrence":** If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted  Declined

**Prior Acts Coverage:** In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted  Declined

**No Retroactive Date:** If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted  Declined

**Extended Reporting Period (ERP) Option:** If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted  Declined

**Time To Elect ERP:** The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted  Declined

**"Pay on Behalf of" Coverage:** Please provide coverage on a "pay on behalf of" basis.

Accepted  Declined

**First Dollar Defense Coverage:** Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted  Declined

**Defense Coverage Outside of Limits:** Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted  Declined 

**Supplementary Payments:** Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted  Declined 

**Definition of "Wrongful Act":** Please include the following definition of wrongful act.

Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted  Declined 

**Violation of Civil Rights Exclusion:** Please delete this exclusion if included in your form.

Accepted  Declined 

**Punitive Damages:** Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted  Declined 

**Delete Professional Liability Exclusions:** Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted  Declined 

**Defense of Injunctive Relief Claims:** Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted  Declined 

**Faulty Preparation of Bid Specifications Exclusion:** Please delete this exclusion if included in your form.

Accepted  Declined 

**Defense Coverage for Questionable Claims:** Please provide coverage for defense of questionable or possibly excluded claims.

Accepted  Declined 

**Failure To Maintain Insurance Exclusion:** Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted  Declined

**Insured versus Insured Claims:** Please include coverage for suits by one insured against another.

Accepted  Declined

**Intentional Acts:** Please delete this exclusion if included in your form.

Accepted  Declined

**Consent To Settle:** Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted  Declined

### Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted  Declined

**Ninety Days' Notice of Cancellation:** Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted  Declined

### REQUESTED SERVICES

**Copy of Form:** Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted  Declined

**Defense Counsel:** If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. \_\_\_\_\_

**Loss Control Services:** Please describe in your proposal the loss control assistance that will be provided.

### QUOTED PREMIUM

**Total Premium:** \$\_\_\_\_\_

**Premium Breakdown:** Please indicate the premium charges for each of the requested coverage provisions, including the premium charge (if any) for prior acts coverage: \_\_\_\_\_

**Cost of ERP Option:** Please indicate the cost of the extended reporting period (ERP) option: \_\_\_\_\_

**Premium Payment Plan:** Please provide the details of any available premium payment plan:  
\_\_\_\_\_

### EXPOSURE AND RATING INFORMATION

**Description of Operations:** Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

#### G. ADDITIONAL COVERAGES

##### DIFFERENCE IN CONDITIONS

Hidalgo County is seeking a proposal for premises liability, automobile liability and difference in limits and conditions for business operations conducted in Mexico with the following limits:

Commercial General Liability:

\$ 1,000,000	Each Occurrence
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury Aggregate
\$ 1,000,000	Premises Damage Limit (Each Occurrence)
\$ 10,000	Medical Expense Limit (Each One Person)

Contingent Automobile Liability:

\$ 1,000,000 Each Accident

Hired Auto Physical Damage:

\$ 25,000	Each Claim
\$ 25,000	Annual Aggregate

Cargo: \$ 100,000 Personal Property in Transit

##### MEXICO COVERAGE

According to the schedule of vehicles, Hidalgo County is requesting bids for Mexican insurance in accordance to Mexican law: **(See information under "Exhibits")**

\$ 300,000	CSL
\$ 25,000	Medical Payments
\$ 500	Ded. Collision
\$ 1,000	Theft, Vandalism, Fire

##### UNDERGROUND STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for "Underground Storage Tank Liability Coverage as follow:

Limits of Liability:

- a.) \$ 2,000.000 Per Storage Tank Incident Limit (USTs)
- \$ 2,000.000 Per Storage Tank Incident Limit (ASTs)
- b.) \$ 2,000.000 Aggregate Limit (USTs)
- \$ 2,000.000 Aggregate Limit (ASTs)
- \$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)

c.) \$ 2,000,000 Aggregate Legal Defense Expense Limit

**Deductible:**

\$ 5,000.00 Per Claim or Corrective Action Cost

**MEDICAL MALPRACTICE LIABILITY:**

Hidalgo County is seeking a proposal for “Medical Malpractice Liability as follow:

Limits of Liability-Coverage A-Professional Liability

a.) \$ 1,000,000 Each Claim

\$ 3,000,000 Aggregate

**Deductible:**

\$ 25,000 Each Claim or Occurrence

**CRIME POLICY LIMITS**

Hidalgo County is seeking a proposal for “Crime Policy Liability as follow:

Limits of Insurance and Deductibles

<u>Limit Of Insurance</u> <u>Per Occurrence</u>	<u>Deductible Amount</u> <u>Per Occurrence</u>	
\$ <u>500,000</u>	\$ <u>10,000</u>	Employee Theft-Per Loss Coverage
\$ <u>500,000</u>	\$ <u>10,000</u>	Forgery Or Alteration
\$ <u>500,000</u>	\$ <u>10,000</u>	Inside The Premises-Theft Of Money And Securities
\$ <u>500,000</u>	\$ <u>10,000</u>	Inside The Premises-Robbery Or Safe Burglary Of Other Property
\$ <u>500,000</u>	\$ <u>10,000</u>	Outside The premises
\$ <u>500,000</u>	\$ <u>10,000</u>	Computer Fraud

**ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS**

Hidalgo County is seeking a proposal for “Errors And Omissions” For District Clerk as follow:

Limit Of Insurance	Deductible	
\$ <u>700,000</u> including cost and expense	\$ 1,000	District Clerk – Each and every claim and in the aggregate
\$ <u>500,000</u> including cost and expense	\$ 1,500	County Clerk – Each and every claim and in the aggregate

**OPTIONAL:** *Please submit a proposal for “Errors And Omissions” For County Clerk.*

**FLOOD INSURANCE:**

**REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES**

Hidalgo County desires specific Flood Insurance policies for various property per the schedule provided. The County will consider policies by location on a per building basis and reserves the right to purchase all, part or none of the coverage.

Exact Name of Insurer (not company group or wholesaler)

Company's General Policyholder's Rating and Financial rating as published by A.M. Best.

**Deviations from Specifications**

Please describe coverage deviations, restriction, and modifications, not outlines in your answers above or provided and other information you feel is appropriate and will clarify the proposal of benefit Hidalgo County.

Building	Contents	Deductible
\$500,000.00	\$500,000.00	\$1,000.00

**EXCESS FLOOD INSURANCE:**

**REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES**

Hidalgo County requests Excess Flood Insurance to insure its property locations. The County is considering coverage and reserves the right to forgo its purchase. This particular part of the proposal must be submitted as a separate option and listed as "Option 2".

Limit: \$5,000,000.00 in Excess of NFIP Maximum Building and Contents

Limit: \$5,000,000.00 in Excess of \$1,000,000.00

Valuation: Replacement Cost

See attached Property Schedule

Limit: \_\_\_\_\_

Annual Premium: \_\_\_\_\_

Valuation Basis: \_\_\_\_\_

ACV will be considered.

Exact name of Insurer (not company group or wholesaler)

\_\_\_\_\_  
Company's General Policyholder's Rating and Financial Rating as published by A.M. Best.

\_\_\_\_\_  
Deviations from Specifications

Please describe coverage deviations, restrictions, and modifications, not outlined in your answers above or provided any other information you feel is appropriate and will clarify the proposal or benefit Hidalgo County.

**ADDITIONAL SPECIFICATIONS/REQUIREMENTS:**

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

**EXHIBIT B**  
**SELECTION CRITERIA**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**

**"PROPERTY AND CASUALTY INSURANCE"**  
**(Including Third Party Administration Services)**

## RFP EVALUATION/SELECTION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court may elect to conduct evaluations or establish a Scoring/Grading Committee to perform such evaluations. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP.

- |    |                                                                                                                                                      |                   |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1. | Responsiveness to Request for Proposal                                                                                                               | <b>15 Points</b>  |
|    | a. Requested information included and thoroughness of response.                                                                                      |                   |
|    | b. Understanding and acceptance of the scope of insurance coverage and services.                                                                     |                   |
|    | c. Acceptance of the RFP and Contract requirements.                                                                                                  |                   |
|    | d. Clarity and conciseness of the response.                                                                                                          |                   |
| 2. | Economic evaluation of the Proposed Fee Schedule                                                                                                     | <b>60 Points</b>  |
| 3. | Capability to provide the services requested.                                                                                                        |                   |
|    | a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity.             |                   |
|    | b. Relevant experience of Proposer.                                                                                                                  |                   |
|    | c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. |                   |
|    | d. Other resources, including total number of employees.                                                                                             |                   |
|    | e. References with contact names and telephone numbers.                                                                                              | <b>25 Points</b>  |
|    | <b>Total Points</b>                                                                                                                                  | <b>100 Points</b> |

**RFP EVALUATION/SELECTION CRITERIA FORM**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Responsiveness to Request for Proposal	<b>0-15</b>	_____
a. Requested information included and thoroughness of response.		
b. Understanding and acceptance of the scope of insurance coverage and services.		
c. Acceptance of the RFP and Contract requirements.		
d. Clarity and conciseness of the response.		
2. Economic evaluation of the Proposed Fee Schedule	<b>0-60</b>	_____
3. Capability to provide the services requested.		
a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity.		
b. Relevant experience of Proposer.		
c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.		
d. Other resources, including total number of employees.		
e. References with contact names and telephone numbers.		
	<b>0-25</b>	_____
<b>Total</b>	<b>100 Points</b>	_____

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**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

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**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.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	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 Line 1 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
+
or
Employer identification number
+

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

### 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. person (including a U.S. resident alien).

**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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

## 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" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

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

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov](http://www.socialsecurity.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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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.** Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## **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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# EXHIBIT "C"

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

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.
INSURED	
<b>INSURERS AFFORDING COVERAGE</b>	
	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	LIMITS	
A	<input type="checkbox"/> 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	<input type="checkbox"/> 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)	\$
	<input type="checkbox"/> HIRED AUTOS					\$
<input type="checkbox"/> NON-OWNED AUTOS					\$	
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$
						\$
C	<input type="checkbox"/> EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STAT. <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
	<input type="checkbox"/> OTHER				E.L. DISEASE-POLICY LIMIT	\$

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 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

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

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**  
**NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR**  
**"PROPERTY AND CASUALTY INSURANCE"**  
**(Including Third Party Administration Services)**  
**RFP NO.: 2010-195-09-22-YSI**

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 nay 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 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 except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_

**Hidalgo County**  
**“Property and Casualty Insurance Policies”**  
**(Including Third Party Administration Services)**  
**Exhibits - Table of Contents (In CD)**  
**RFP NO: 2010-195-09-22-YSI**

**EXHIBITS:**

1. Loss Runs:
  - Auto and General Liability
  - Chubb Property
  - Ace XS Liability Loss
  - TAC
2. Application For Clinics-Professional Liability Information:
  - Adult Detention Facility
  - Health and Human Services Department
  - WIC Department
3. Property, Buildings, Vehicles & Heavy Equipment:
  - Heavy Equipment List
  - Hidalgo County Property
  - Hidalgo County Vehicle List
  - Specific Locations For Flood
4. Public Officials:
  - County Clerk Indemnity Form
  - District Clerk Indemnity Form
5. Underwriting Application Forms:
  - Public Entity
  - Public Management
  - Automobile General and Physical Damage
  - General Liability Exposure
  - Property, Inland Marine and Equipment
  - Loss Control Assessment
  - Supplemental Applications
6. Crime Policy Application Form
7. Difference In Conditions:
  - Corporate Kidnap And Extortion Application Form
  - Exporters Application Form
8. Law Enforcement Liability
9. Mexico Coverage
  - Scheduled Units
10. Storage Tank Liability
11. Cyber Liability
12. For 2011 Budget, please go to Hidalgo County’s Website @:  
[www.co.hidalgo.tx.us](http://www.co.hidalgo.tx.us)