



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 292-7612

DATE: June 27, 2016

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Re: **HIDALGO COUNTY DEPARTMENT**  
Request for Proposals -**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR  
SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH &  
DISMEMBERMENT”**  
**RFP NO: 2016-235-07-27-YZV**

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 292-7612**

REQUEST FOR PROPOSAL (RFP)

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**HIDALGO COUNTY**

*(Including all funding sources)*

**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

**RFP NO: 2016-235-07-27-YZV**

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The above mentioned items shall be found in the Request for Proposal (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

\_\_\_\_\_  
JUNE 13, 2016

\_\_\_\_\_  
Date

## REQUEST FOR PROPOSALS

**Hidalgo County**  
Edinburg, Texas

**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL  
PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**  
(All funding sources)

**JULY 27, 2016 @ 9:30 a.m.**

Contact Person:

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

(956) 318-2626

Form HCPD-04

- 1) Sealed proposals will be received for **Hidalgo County**—“**THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**”, 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 RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2016-235-07-27-YZV -Hidalgo County-(all funding sources)** “**THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**” and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, JULY 27, 2116.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-235-07-27-YZV - Hidalgo County (all funding sources)- “THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

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

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

illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

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

**15) DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (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 and Contract Number (if any)
- d) Notation-**“Hidalgo County- “THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**
- 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:

**Hidalgo County Auditor's Office**  
**Ray Eufrazio, County Auditor**  
**2808 S. Business Hwy. 281**  
**Edinburg, TX 78539**  
**956-318-2511**

**17) SCHEDULE OF EVENTS:**

|  |                  |
|--|------------------|
| <b>Proposal Acceptance Date Opening, 9:30 A.M.</b> | July 27, 2016    |
| Award of Contract:                                 |                  |
| Commence Service or Products:                      | January 01, 2017 |

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

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

**19) ETHICAL STANDARDS:**

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

**20) DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective **January 1, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Complete Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 North. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

- As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. 2016-235, as shown on the packet. Once completed and filed with the

Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22) 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.

23) 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.

24) 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.

25) 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 proposers' 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.

26) 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.

27) 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.

- 28)** 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.
- 29)** Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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.
- 30)** 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.
- 31)** 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.
- 32)** 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.
- 33)** 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.

**HIDALGO COUNTY**

(all funding sources)

**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

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

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

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

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,

**FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT  
NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## EXHIBITS/ATTACHMENTS LIST

### THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP No.: [2016-235-07-27-YZV](#)

#### EXHIBIT A

- Overview of Project Page 1
- Section I-General Terms and Conditions Pages 2,3, & 4
- Section II-RFP Requirements Pages 5 & 6
- Section III- RFP Selection and Schedules Page 7

#### EXHIBIT A-1 – Scope of Services

- Background Information Page 1
- RFP Assumptions Page 2,3,4,5,6,7,8 & 9
- Third Party Administration (TPA) Page 10,11,12 & 13
- Pharmacy-Administration Services Only (ASO) Page 14,15,16&17
- Group Term Life and Accidental Death & Dismemberment Page 18,19 & 20

#### EXHIBIT B-Evaluation

- Evaluation Criteria Page 1

#### EXHIBIT C-INSURANCE

- Insurance Requirements Page 1,2,3,4

#### EXHIBIT D-CIQ

- Conflict of Interest Questionnaire Page 1,2

#### EXHIBIT E-PROPOSER AFFIDAVIT

- Proposer Affidavit of Non-Collusion Page 1

#### ATTACHMENTS

- Current Census Data I
- Claim Experience II
- High Cost Claimants III
- Lewis & Ellis Actuarial Reports IV
- Blue Cross Financial Summary Reports V
- Prescription Benefit Manager Cost Analysis Spreadsheet VI

## REQUEST FOR PROPOSAL

### **“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

RFP NO: 2016-235-07-27-YZV

#### EXHIBIT A

#### **OVERVIEW:**

The County of Hidalgo is seeking to engage Proposer's to furnish benefits for the **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of fully **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Coverage as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, July 27, 2016. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Provider(s) selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Provider(s) selected by Hidalgo County For Hidalgo County Appraisal District. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP NO: 2016-235-07-27-YZV

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

**The Submittal Envelope Must Show:**

**RFP NO.: 2016-235-07-27-YZV**

**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

The following outlines the Request for Proposal:

## **SECTION I - GENERAL TERMS AND CONDITIONS**

### **INQUIRIES/QUESTIONS:**

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County Health Benefits Consultants, Alamo Insurance will assist Hidalgo County in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are not to directly contact Hidalgo County Health Benefits Consultant except through the Hidalgo County Purchasing Department.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL TO: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) BY NO LATER THAN Wednesday, July 20, 2016 at 5:00 P.M. Responses will be sent to all applicants via email by Friday, July 22, 2016 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 or 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.

### **PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

### **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.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

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

**DURATION OF CONTRACT:** **Effective date to commence is January 1, 2017.** The term of the contract is for a three (3) year period, with County's option to renew on one of the following basis;

- Fixed Price for the three (3) year period, or
- Two (2) Annual renewal adjustments determined by formula at the time the contract is awarded; or
- One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to Hidalgo County. Rates to be firm by October 1, (90 days prior to anniversary date)

**DAVIS BACON ACT: (If applicable)**

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

**ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

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.

## SECTION II - RFP REQUIREMENTS

### REQUEST FOR PROPOSALS:

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.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

### CONTENTS:

1. Conditions of Proposal
  - a. All information required by the proposal form shall be furnished.
  - b. Specification price sheets, specifications and necessary information are attached in **Exhibit A-1**.
  - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
  - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
  - e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly**

labeled “CONFIDENTIAL”. The identified portions will be protected from disclosure to the extent possible under the law.

- f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.
- g. Clarification of Objections to Proposal Requirements.  
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **JULY 20, 2016** to:

Martha L Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Fax No.: 956-318-2629 or 956-292-7612  
C/O Email to: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

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 proposers 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 proposers 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.**

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and seven (7) copies.

### **SECTION III – RFP 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 services.

**PROPOSAL RANKING:** Hidalgo County Health Benefit Consultant will evaluate the proposals utilizing the evaluation criteria outlined in “Exhibit B” attached herein. Thereafter, Hidalgo County Commissioner’s Court will rank and/or award this proposal.

Hidalgo County Commissioner’s Court, at its sole discretion, may elect (after the proposals have been reviewed, scored and evaluated and presented to Commissioner’s Court for the purpose of ranking), to have participants make presentations in order to complete and finalize the ranking

**NEGOTIATION PROCESS:**

The number one ranked firm will be contacted to submit a draft contract for negotiation. 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.

**EVALUATION:** The evaluation consists of a **total point section system**. The participants will be ranked after evaluation. **RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.**

# EXHIBIT A-1

## SCOPE OF SERVICES/TERMS AND CONDITIONS

### THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP No.: 2016-235-07-27-YZV

#### Background Information

Hidalgo County (hereinafter referred to as HIDALGO COUNTY) is located in Hidalgo County, Texas. The majority of the 4,100 insured employees, retirees and COBRA participants participating in HIDALGO COUNTY's self-funded health benefit plan use the services of providers located in Hidalgo County, the current enrollments in the Health Plans are available on HIDALGO COUNTY's census attached.

Blue Cross Blue Shield of Texas has insured the Health Plan since February 1, 2008. Initially the plan was a fully insured plan but moved to a self-funded plan on February 01, 2005. The health plans have conformed to the requirements of the PPACA legislation for Grandfathered Health Plans.

The rate history for Blue Cross Blue Shield of Texas stop loss insurance coverage is available on the HIDALGO COUNTY's rate history attachment.

HIDALGO COUNTY desires to receive proposals for continuation of the self-funded health plan based on duplication of existing Plan of Benefits.

You may submit your proposal with the prescription portion of the RFP on a stand alone basis or combined the medical.

**HIDALGO COUNTY**  
**Request for Proposals**  
**RFP No.: 2016-235-07-27-YZV**

**Individual Stop Loss Insurance (ISL)/**  
**Request for Proposal Submission Form**

**RFP ASSUMPTIONS:**

1. Proposal is to be based on duplication of the existing Plan of Benefits, unless otherwise specified, any deviation must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.
2. Proposal is to be based on the provided census.
3. Contract effective date is to be **January 1, 2017**. All participants enrolled in the insurance plan as of December 31, 2016 are to be covered on a "no loss/no gain" basis. "No loss/no gain" for participants are to include credit for accumulated deductible carry over and coinsurance.
4. HIDALGO COUNTY desires to receive proposals for a three (3) year period on one of the following basis:
  - Fixed price for the three (3) year period, or
  - Fixed price for year one (1) with two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
  - One (1) year contract with two (2) annual renewal options at rate and premiums deemed to be favorable to HIDALGO COUNTY. Rates to be firm by October 1 (90 days prior to anniversary date)
5. HIDALGO COUNTY will only consider stop loss insurance policies meeting the following:
  - a) Specific Policy on a paid/12; or paid/15 basis for Medical and Drug (Rx). We do not wish to see an aggregating specific; however: a 24/15, Contract may be proposed.
  - b) Medical and Drug (Rx) Specific Coverage with, \$250,000, \$300,000 deductible.
  - c) Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data. The County will waive the requirements of HB 1627 (Title 8, Subtitle H Chapter 1550, Subchapter B Texas Insurance Code. However, the County is seeking firm and final quotes on Specific Coverage and Lasers.
  - d) Completion of Insurance Company Quotation Document with all terms clearly listed
  - e) Waive Actively at Work Provisions.

- 6. Renewal rate must be received by HIDALGO COUNTY at least 90 days prior to anniversary date.
- 7. Describe the business entity submitting the proposal:

Insurance Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_

Describe Financial Stability of Insurance Company:

| Financial Rating Service | Current Rating | Prior Year Rating |
|--------------------------|----------------|-------------------|
| A.M. Best                |                |                   |
| Standard & Poors         |                |                   |
| Moody's                  |                |                   |

- 8. Provide three (3) Texas client references (preferably public entities):

| Name of Client | Contact Person | Telephone Number | Number of Employees |
|----------------|----------------|------------------|---------------------|
|                |                |                  |                     |
|                |                |                  |                     |
|                |                |                  |                     |

**PLEASE ANSWER QUESTIONS 9 THROUGH 11, IF STOP LOSS INSURANCE IS BEING SUBMITTED BY MANAGING GROUP UNDERWRITER OR OTHER BUSINESS ENTITY ACTING AS AGENT OR REPRESENTATIVE FOR ANY INSURANCE COMPANY.**

**Describe the business entity submitting the proposal:**

- a. Name of Business Entity: \_\_\_\_\_
- b. Current Business Address: \_\_\_\_\_
- c. Mailing Address: \_\_\_\_\_
- d. Contact Person: \_\_\_\_\_
- e. Telephone Number \_\_\_\_\_
- f. Type of Business: \_\_\_\_\_ Corporation \_\_\_\_\_ General Partnership  
 \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Registered Limited Liability Partnership

\_\_\_\_\_ Limited Liability Company

9. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes \_\_\_ No \_\_\_

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

10. Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency? Yes \_\_\_ No \_\_\_

If yes, please provide a full description of the changes:

\_\_\_\_\_  
\_\_\_\_\_

11. Has anyone representing the business entity submitting the response to this RFP been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes \_\_\_ No \_\_\_

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

\_\_\_\_\_  
\_\_\_\_\_

### FINANCIAL INFORMATION:

1. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U. S. Bankruptcy laws during the preceding seven (7) years? Yes \_\_\_ No \_\_\_

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any dept under the U.S. Bankruptcy laws during the preceding sever (7) years? Yes \_\_\_ No \_\_\_

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. The business entity must provide satisfactory evidence of existing insurance coverage in the amount of \$3,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

## QUESTIONNAIRE

1. May HIDALGO COUNTY's Insurance Department speak directly to a claim examiner for questions related to payment of a claim? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Are hospital audit charges, medical records, etc – considered eligible expenses related to investigation of claim? Yes \_\_\_\_\_ No \_\_\_\_\_
3. May Hidalgo County independently negotiate with providers? Yes \_\_\_\_\_ No \_\_\_\_\_
4. Will any claimant be excluded or assigned a higher deductible (lasered)?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
If so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Did you provide a Specimen Stop Loss Contract? Yes \_\_\_\_\_ No \_\_\_\_\_
6. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in HIDALGO COUNTY's medical plan document?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
If so, please describe: \_\_\_\_\_  
\_\_\_\_\_
7. Are the active-at-work and disabled dependent provisions waived for the effective date of the contract? Yes \_\_\_\_\_ No \_\_\_\_\_
8. If Centers of Excellence are used for your transplant coverage, please provide specific information about facilities, cost and the procedures to be used: Please attach a benefit description or sample policy schedule with complete information about the benefit plan.
9. What period of time are quoted rates guaranteed? \_\_\_\_\_
10. Is a longer rate guarantee available? Yes \_\_\_\_\_ No \_\_\_\_\_  
  
If so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Are quoted rates net of agent commission, incentives, bonus overrides? Yes \_\_\_\_\_ No \_\_\_\_\_

**OPTION 1: Hidalgo County is seeking bids that do not include agent commissions, incentive payments, or overrides.**

**OPTION 2: Agent commission must not exceed \$80,000 for the contract period of one year for ISL or service related payments including all bonuses and/or additional payments.**

12. Do quoted rates include advance funding for Specific Claims? Yes \_\_\_ No \_\_\_  
If no, additional cost to provide: \_\_\_\_\_  
\_\_\_\_\_
13. Is your quote based on the services of a specific provider network? Yes \_\_\_ No \_\_\_
14. Have you provided an in network guarantee? Yes \_\_\_ No \_\_\_
15. Are you using a rental (wrap) network to fill gaps in your network? Yes \_\_\_ No \_\_\_
16. Do you consider the use of the wrap network as in network utilization or out of network utilization, i.e., do you report the wrap network utilization as PPO savings? Yes \_\_\_  
No \_\_\_
17. Do you retain any of the savings generated by utilization of the Wrap network? Yes \_\_\_  
No \_\_\_?
18. What percentage of out of network savings is retained by use of the wrap network?  
\_\_\_\_\_%
19. What is your estimate of the percentage of utilization of the "in network" wrap network?
20. Have you used the savings of the wrap network to reduce your administration fees?  
Yes \_\_\_ No \_\_\_
21. Are your discount guarantees based on exclusion of the wrap network experience?  
Yes \_\_\_ No \_\_\_
22. Do you use capitated contracts in your network? Yes \_\_\_ No \_\_\_
23. Are your fees and expenses based on a shared savings of in or out of network savings?
24. Did you quote a contract without using a shared savings estimate? Yes \_\_\_ No \_\_\_
25. If a PBM other than your corporately owned PBM is selected what adjustments would you make to your administrative fees?
- a. Increase administrative fees by \_\_\_\_\_%
  - b. Increase PEPM by \$\_\_\_\_\_.
  - c. Other Adjustment?
26. Are there specific PBM that you are currently using that are acceptable partners with no additional fees required?
27. Do you accept Fiduciary Responsibility for claim payments?

**BASIC  
PLAN**

|                               | Number of<br>Participants | Rates | Monthly<br>Premium | Annual<br>Premium |
|-------------------------------|---------------------------|-------|--------------------|-------------------|
| Incurred _____ Paid _____     |                           |       |                    |                   |
| \$<br>Specific Deductible     |                           |       |                    |                   |
| Single<br>Family<br>Composite |                           |       |                    |                   |
| Incurred _____ Paid _____     |                           |       |                    |                   |
| \$<br>Specific Deductible     |                           |       |                    |                   |
| Single<br>Family<br>Composite |                           |       |                    |                   |
| Incurred _____ Paid _____     |                           |       |                    |                   |
| \$<br>Specific Deductible     |                           |       |                    |                   |
| Single<br>Family<br>Composite |                           |       |                    |                   |
| Incurred _____ Paid _____     |                           |       |                    |                   |
| \$<br>Specific Deductible     |                           |       |                    |                   |
| Single<br>Family<br>Composite |                           |       |                    |                   |

**HIGH  
PLAN**

|                               | Number of Participants | Rates | Monthly Premiums | Annual Premium |
|-------------------------------|------------------------|-------|------------------|----------------|
| Incurring Paid                |                        |       |                  |                |
| \$ Specific Deductible        |                        |       |                  |                |
| Single<br>Family<br>Composite |                        |       |                  |                |
| Incurring Paid                |                        |       |                  |                |
| \$ Specific Deductible        |                        |       |                  |                |
| Single<br>Family<br>Composite |                        |       |                  |                |
| Incurring Paid                |                        |       |                  |                |
| \$ Specific Deductible        |                        |       |                  |                |
| Single<br>Family<br>Composite |                        |       |                  |                |
| Incurring Paid                |                        |       |                  |                |
| \$ Specific Deductible        |                        |       |                  |                |
| Single<br>Family<br>Composite |                        |       |                  |                |

## THIRD PARTY ADMINISTRATION QUESTIONNAIRE

### TPA ORGANIZATION:

1. Name, Address, City, State, Zip Code and Telephone Number of Firm. Is this a branch facility? If so, please identify the main office location.
2. Is your firm owned or operated by a parent company? If yes, please identify the parent and its primary business.
3. How long has your firm been in business doing medical claim adjudication?
4. Who are the principal officers in your firm? How long have they been in their positions?
5. How many claims processors are Full Time employees in your firm?
  - a. How many claim processors will be appointed to service this account?
  - b. How many years of experience do each have with medical claims processing?
7. Do you have bilingual claims personnel available to plan participants who call your office for customer service and/or claims processing?
8. How many clients do you perform claim administration services for?
  - a. How many clients over 2,500 employees? \_\_\_\_
  - b. How many clients over 500 employees? \_\_\_\_\_
9. Provide a copy of your Errors & Omissions coverage? A minimum of \$3,000,000 is required.

## **CLAIMS ADMINISTRATION:**

1. What are your claim office performance standards for claim accuracy and turnaround time? Please provide your performance guarantees.
2. Describe your internal audit procedures?
3. What edits and controls are used to avoid duplicate payments?
4. What safeguards exist to protect against claims abuse and fraud?
5. Describe your procedures for professional medical claims review as required by PPACA
6. Explain your hospital bill audit procedures.
7. Describe your procedures for tracking and reporting specific excess claims?
8. Explain how you handle subrogation and third party disbursements?
9. List the excess carriers which you are approved with for claims administration?
10. Do you provide a toll free number for claim inquiries?
11. What are your normal hours of operation to answer calls for claim inquiries?
12. Describe your customer service process when an employee calls with a claim inquiry.
13. If you have a separate customer service unit, what are your standards for:  
  
    Answer Time: \_\_\_\_\_  
    Abandon Rate: \_\_\_\_\_
14. Does your fee assume a first year claim lag? If so, what is the cost to purchase mature claim year administration?

15. Does your fee assume any excess loss carrier overrides? Do you receive overrides from any insurance carrier or any other source who is a vendor for the County Contract?

The County requires that a TPA provider allow audits by County Personnel, or outside auditors to evaluate the performance of the administrator. The outside auditor shall be agreed to by both parties and may be fee paid or a contingency audit.

16. Do you allow audits by external auditors?

17. Do you allow contingency audits?

### **ELIGIBILITY SYSTEM:**

1. How is an insured's eligibility assigned and maintained?
2. How often can eligibility information be updated?
3. Do you maintain information on each of the family members separately, as well as the employee?
4. How do you verify dependent eligibility prior to paying a claim?
5. What is your accuracy standard and turnaround time for loading new groups, updates, and changes?
6. Will you accept claim eligibility files from the County's Benefits Administration System. via weekly EDI feeds.?
7. \_How much advance notice is required to establish an EDI eligibility file feed?

### **SYSTEM CAPABILITIES:**

1. Are there any significant manual activities required to process claims?
2. Describe **briefly (one page)** your claims payment system, including hardware and software?
3. Do you own or rent your claim payment system software?
4. What percentage of your claims is currently accepted and 100% adjudicated?

5. What level (billed amount) is auto adjudicated?

### **BANKING ARRANGEMENTS:**

1. Do you require the use of a specific bank for claim accounts? If so, please provide the name, address, and phone number of the bank.
2. Is an initial claims payment deposit required to establish banking arrangements?
3. Will you perform bank account reconciliations?
4. Are there any additional costs to the banking? (I.E.: — EFT charges, monthly charges, etc.)

### **UTILIZATION REVIEW:**

1. What U.R. services are performed in-house?
2. What outside U.R. provider do you use? How long have you used them?
3. Indicate which U.R. services you have assumed in your proposal?
  - Pre Notification
  - Preadmission Review
  - Concurrent Review — On Site or Off Site
  - Retrospective Review Large Case Management
  - Discharge Planning
4. Can you accommodate Pre-Notification for the following? Specialty Care referrals
  - Home Health Care
  - Ancillary Services
  - Inpatient Surgical procedures
  - Outpatient Surgical procedures
  - Lab & X-ray procedures
  - Inpatient Mental Health and Substance Abuse
  - Outpatient Mental Health and Substance Abuse

### **PREFERRED PROVIDER ORGANIZATIONS:**

1. Do you have capabilities to process PPO discounts in-house?
2. Which PPOs do you have access to processing in-house?
3. Can you install PPO discounts for direct contracts with providers? If so, what is the

charge?

4. How many different PPOs do you interface with currently? Who are they?

**REPORTING:**

1. Provide a list of reports available in your standard reporting package.
2. Can you generate customized reports? What is the charge?
3. How does your firm report claims to Excess Loss carriers?

**GENERAL:**

1. What is the cost for producing a plan document? Is it included in your cost assumptions?
2. What is the cost for producing a Summary Plan Description? Is it included in your cost assumptions?
3. Do you provide the SBC's as required by PPACA?
4. Do you provide the tax information required under PPACA?
5. Do you provide the W2 information as required under PPACA?
6. What is the cost of having the Plan Document and SPDs changed due to regulatory changes? Is it included in your cost assumptions?
7. Do you provide ID cards electronically or printed individual ID cards?
8. What is the cost for printing ID cards? Is it included in your cost assumptions?
9. Is there an initial set-up fee charged for the installation of our plan?
10. Please disclose any additional fees or expenses that are borne by the client.

## **PHARMACY— ADMINISTRATION SERVICES ONLY (ASO)**

Please find the current prescription drug plan design in the medical plan summary attachment.

1. Please describe your retail pharmacy network (number of independents and number of chains;) including its relationship to you (e.g. owned or leased).
2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentists, will be covered by the pharmacy program.
3. Is the use of a formulary mandatory? Please attach a copy of the formulary you recommend for review.
4. Does the retail brand discount include savings from formulary, network spread, clinical savings, DUR savings?
5. Is the brand discount a hard discount?
6. Is the brand discount an average? Is it based on 11 digit NDC?
7. Is the brand discount at mail order based on 100 units or actual acquisition NDC?
8. Is the mail discount based on 11 digit NDC?
9. Generic pricing must be expressed as a discount off of AWP for overall generic effective rate at retail. We will NOT accept as pricing the term "MAC" without quantifying what that number represents and what the blend of MAC and NON-MAC drugs represent overall.
10. Is pricing for retail brand and overall generic effective rate guaranteed?
11. Your quote must include a traditional pricing model and a transparency full pass-thru model.
12. What is the discount for specialty drugs? What is the dispensing fee? Is the specialty drug program a pass-thru under a transparency model? Are supplies included in the pricing?
13. Please provide your definition of "generic". Also provide a definition of the generic included in the overall generic guarantee.
14. Does your plan include Step Therapy and a pre-authorization component to help control cost?
15. How are manufacturer rebates handled? Will Hidalgo County share in the rebates? If so, what percentage?
16. Do rebates have a minimum guarantee per claim? Per brand?
17. Are rebates paid quarterly? if not, when?
18. Under transparency pricing model, are rebates a 100% pass thru of Gross?

19. Will coverage of OTC impact rebates? If so, how much?
20. Do rebates survive termination? When are they paid after termination?
21. Are rebates paid on specialty drugs?
22. Do you contract directly with manufacturers for formulary rebates or do you use another PBM? If yes, who handles?
23. Please describe how the drugs for the formulary are selected, and who is responsible for the selection.
24. Do you own your own mail service? If not, who do you sub-contract with and do you retain revenue?
25. Do you own your own Specialty Pharmacy? Or subcontract? If yes, who handles specialty pharmacy?
26. What is the average turnaround time for mail order pharmacy?
27. Can mail order pharmacy be ordered on-line?
28. Does the PBM allow 90-day fills at retail in addition to mail order? If so, what contracted pharmacies participate? What is the discount to Hidalgo County for a 90-day network?
29. Do you offer alternatives in the pharmacy program that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
30. Please explain your Drug Utilization Review process for these programs:
  - a. Prospective
  - b. Concurrent
  - c. Retrospective
31. Please submit a sample of your standard reporting package. Attach samples of your standard reporting package that is included in your quote. Please note if your paid claims numbers are based on paid or incurred claims figures.
33. How do you propose getting members to look at alternative brands that have generics available and do your manufacturer contracts preclude you from providing this type of information to members?
34. What financial advantage would Hidalgo County gain if we limited the pharmacy network to several large chains? Could exceptions be made in outlying areas?
35. Is electronic billing available? Reports on line? Is an interactive website available? Can members compare pricing of drugs on line?

36. Will the PBM provide assistance with developing a communication piece?
37. Do your administration fees include the following:
- a. Postage (in D below)
  - b. Claim forms
  - c. ID cards, (medical/Rx combo cards?)
  - d. Mailing to participants homes
  - e. Customer service representatives specific to Hidalgo County.
  - f. Mail order forms
  - g. 1- 800 number to call center
  - h. Standard report packages
38. Does your plan currently offer on-line access to claims and eligibility information for employees? Is there a separate charge for this to the plan?
39. Will any revenue be paid to a third party administrator for services, fees, disease state management or other vendor services by the PBM? Will all compensation to third parties be disclosed?
40. Will you audit the pharmacy data? Specifically, as a payor, what independent source will audit each and every claim? What are the fees associated with an independent audit?
41. Will you provide consultative modeling and forecasting annually?
42. Will a true-up of guarantees be performed annually? If so, when can Hidalgo County expect payment of true-ups above guarantees under transparency model?
43. Will the mail service provider provide to Hidalgo County copies of their suppliers (wholesaler or manufacturer) invoices showing net invoice for medications?
44. Will your firm detail its total revenue from all sources for administering the Hidalgo County pharmacy benefit plan and allow an independent audit by the Hidalgo County?
45. Complete the cost evaluation spread sheet provided. Mark the submission "proprietary information do not disclose"
46. Please explain your Specialty Drug Program.
47. Does your plan specialize in specific disease states?
48. Does your company offer assistance programs to offset Specialty Drug cost?
49. Why do companies do chose your PBM?

50. How do you manage increased trend cost?

51. You must disclose all costs associated with the plan including any bonus, finders fees, or any payments made to third parties not associated with direct administration of your plan.

### **PHARMACY - PROPOSED FEES**

You must complete the cost comparison spread sheet provided. If not completed your bid will not be considered.

## GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

### RFP ASSUMPTIONS:

1. Proposal is to be based on the current benefits & coverage.
2. Quote is to be based on 4,000+ Active County Employees and all County Elected Officials. Retirees do not participate.
3. Age Reduction formula is to be the same as current or better.
4. County pays 100% of cost for Basic Life/AD&D.
5. Effective date is to be January 1, 2017. All participants enrolled in the Basic Life Insurance Plan as of December 31, 2016, are to be covered on a "No Loss/No Gain" basis. The County's enrollment records are to be the basis for "take-over."
6. Life insurance contract must include Waiver of Premium provisions prior to attainment of age 60 for duration of the disability.
7. The County desires to receive proposals for a three (3) year period on one of the following basis:
  - Fixed price for the three (3) year period, or
  - Fixed price for year one (1) with two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
  - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the CountyCounty must be notified at least ninety (90) days prior to effective date of rate change.
8. Insurance company must have an A.M. Best rating of A- or better.

### QUESTIONS:

1. Describe organization submitting proposal.
  - a. Insurance Company Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Contact Person for Insurance Company: \_\_\_\_\_
  - d. Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

e. Contract Person for Insurance Agency: \_\_\_\_\_

f. Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. Describe Financial Stability or Insurance Company.

| Financial Rating Service | Current Rating | Prior Year Rating |
|--------------------------|----------------|-------------------|
| A.M. Best                |                |                   |
| Standard & Poor's        |                |                   |
| Moody's                  |                |                   |

3. Will the actively-at-work provision be waived for the effective date of the contract?

Yes \_\_\_ No \_\_\_

Comment: \_\_\_\_\_

4. Does quote include Waiver of Premium? Yes \_\_\_ No \_\_\_

If so, please attach full description.

5. Does quote include accelerated death benefit for terminal illness? Yes \_\_\_ No \_\_\_

If so, please attach full description

6. Describe claim payment services:

Where will claims be paid?

Is a toll free number available for checking status of claim? Yes \_\_\_ No \_\_\_

7. For what period of time are quoted rates guaranteed?

8. Is a longer rate guarantee available? Yes \_\_\_ No \_\_\_

If so, please describe:

9. Is your policy convertible to a permanent life insurance product? Is the conversion rate based on standard policies offered to the general public or is it a special policy used for conversion purposes? Is there a charge back against the case for individuals who convert?

10. Please state any variations to RFP Assumptions or Qualifications in your proposal: Include any provisions favorable to County employees that other companies may not offer.

**GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**

**PREMIUM QUOTE:**

Attach rate quote based on number of lives and insurance volume.

Company Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type (Print) Signatory's Name & Title

\_\_\_\_\_  
Email Address

Exhibit "B"

# EVALUATION CRITERIA

## Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan Group Term Life and Accidental Death & Dismemberment

| <b>Scoring Grid for Hidalgo County Medical Plan Bid #</b> | <b>Max Points</b> |  |  |  |  |  |
|---|-------------------|--|--|--|--|--|
| Section 1 Administration (Includes cost of ISL)           | 3175              |  |  |  |  |  |
| Section 2 Network Providers                               | 100               |  |  |  |  |  |
| Section 3 Pharmacy  | 900               |  |  |  |  |  |
| Section 4 Technology                                      | 90                |  |  |  |  |  |
| Section 5 Wellness  | 300               |  |  |  |  |  |
| Section 6 Additional Services                             | 435               |  |  |  |  |  |
| <b>Total Points</b>                                       | <b>5000</b>       |  |  |  |  |  |

# EXHIBIT “C”

## Insurance Requirements

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. 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.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
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 (MM/DD/YY) | LIMITS   |
|--|---|---------------|----------------------------------|-----------------------------------|--|
| A  | <b>GENERAL LIABILITY</b>  |               |                                  |                                   | 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   |               |                                  |                                   | GENERAL AGGREGATE \$                                 |
|  | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$                            |
|  |   |               |                                  |                                   |  |
| B  | <b>AUTOMOBILE LIABILITY</b>   |               |                                  |                                   | 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 |   |               |                                  |                                   |  |
|  | <b>GARAGE LIABILITY</b>   |               |                                  |                                   | AUTO ONLY-EA ACCIDENT \$                             |
|  | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | OTHER THAN EA ACC \$                                 |
|  |   |               |                                  |                                   | AUTO ONLY AGG \$                                     |
| C  | <b>EXCESS LIABILITY</b>   |               |                                  |                                   | EACH OCCURENCE \$                                    |
|  | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE   |               |                                  |                                   | AGGREGATE \$   |
|  | <input type="checkbox"/> DEDUCTIBLE   |               |                                  |                                   | \$   |
|  | <input type="checkbox"/> RETENTION \$   |               |                                  |                                   | \$   |
| D  | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  |               |                                  |                                   | WC STATU- <input type="checkbox"/> OTHER TORY LIMITS |
|  |   |               |                                  |                                   | E.L. EACH ACCIDENT \$                                |
|  |   |               |                                  |                                   | E.L. DISEASE-EA EMPLOYEE \$                          |
|  |   |               |                                  |                                   | E.L. DISEASE-POLICY LIMIT \$                         |
|  | <b>OTHER</b>  |               |                                  |                                   |  |

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<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 |   | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> 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.<br>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, permit's, 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

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

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

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

|  |
|--|
| <b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION<br/>NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b> |
|--|

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 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\_\_.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

---

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

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

---

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

---

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

---

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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