

**EXHIBIT A**  
**REQUIREMENTS/SCOPE OF SERVICES**

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

**“EXCESS WORKERS’ COMPENSATION INSURANCE”**

**RFP NO.: 2019-266-11-13-YZV**

**DRAFT**

**HIDALGO COUNTY  
REQUEST FOR PROPOSAL**

**“EXCESS WORKERS’ COMPENSATION INSURANCE”**

**RFP NO: 2019-266-11-13-YZV**

**OVERVIEW:**

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals from organizations (hereinafter referred to as “PROPOSER”) qualified to perform professional excess workers’ compensation insurance for the COUNTY’s self-funded Workers’ Compensation Insurance Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal in the excess workers’ compensation insurance.

Sealed proposals will be accepted until **9:30 A.M., November 13, 2019, ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

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

**The Submittal Envelope Must Show:**

**RFP NO.: 2019-266-11-13-YZV  
“EXCESS WORKERS’ COMPENATION INSURANCE”**

The following outlines the Request for Proposal:

**SECTION I - GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL BY NO LATER THAN Monday, November 04, 2019**, at 5:00 P.M. at [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us). Responses will be sent to all applicants via e-mail by **Wednesday, November 06, 2019** **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.

**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 Closner, 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.**

**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:**

- 1.) **Initial Term:** Effective date is from **January 1, 2020**, through **December 31, 2020**;
- 2.) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2020** for the first renewal/extension and no later than **October 1, 2021** for the second renewal/extension.

**DAVIS BACON ACT:**

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.
  - 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." Offerors 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 on or before the deadline of **Monday, November 04, 2019** to:

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.

**FIRM QUALIFICATIONS:**

Hidalgo County is soliciting to contract with qualified firms(s) for Hidalgo County's Excess Worker's Compensation Insurance. Please refer to the "Additional Specifications/Requirements" for further requirements regarding qualifications.

**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:**

A total of **one (1) original and two (2) copies and three (3) USB's in PDF format of RFP** shall be submitted to the address on the cover letter.

### **SECTION III – RFP SELECTION AND SCHEDULES**

#### **SELECTION PROCEDURES:**

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

#### **PROPOSAL RANKING:**

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

#### **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 system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

# ADDITIONAL SPECIFICATIONS/REQUIREMENTS

## Hidalgo County, Texas

### REQUEST FOR PROPOSALS EXCESS WORKERS' COMPENSATION INSURANCE

#### I. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER") qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal in the excess workers' compensation insurance.

#### II. GENERAL BACKGROUND

COUNTY is seeking a new contract for its workers' compensation program. COUNTY is seeking to purchase excess workers' compensation coverage with a **\$500,000** per occurrence retention level with statutory limits.

COUNTY's designated representative during the RFP process shall be COUNTY's Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY's fiscal year is from **January 1, 2020 to December 31, 2020**.

#### III. CONTRACT TERM

- a) **Initial Term:** Effective date is from **January 1, 2020 to December 31, 2020**;
- b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one year renewal/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2020** for the first renewal/extension and no later than **October 1, 2021** for the second renewal/extension.

#### IV. SCOPE OF SERVICES

- EXCESS WORKERS COMPENSATION SPECIFICATIONS ARE AS FOLLOW:
  - A. PROPOSER will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. PROPOSER will prepare and submit IRS 1099 data in a magnetic tape format no later than January 15<sup>th</sup> of each year to COUNTY.
  - B. All costs and expenses with the preparation and submission of proposal shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
  - C. This RFP provides the County's most recent Five (5) years of Summary Loss Information.
  - D. A Payroll History Exhibit will be included once a year throughout the term of the contract. The first year's history is included in this RFP.

#### V. PROPOSALS

The PROPOSER's completed Proposal pages of this RFP are the main source of evaluation for the Proposal. All PROPOSERS are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.

## **VI. PREPARATION OF PROPOSAL**

- A. PROPOSER is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to respond completely may result in disqualification.
- B. Failure to respond to all portions of this RFP may result in the PROPOSER's response being deemed non-responsive. If COUNTY deems a Proposal non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign proposals; however, an agent if accompanied by written evidence of authority may sign them.
- C. All Proposals should include the PROPOSER's federal tax identification number.

## **VII. SELECTION PROCESS**

COUNTY will conduct a comprehensive evaluation of all Proposals received in response to this RFP. COUNTY will establish a Selection Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's County Council.

- A. Economic evaluation of the Proposed Fee Schedule **(20 Points)**
- B. Responsiveness to the Request for Proposal **(20 Points)**
  - 1. Requested information included and thoroughness of response.
  - 2. Understanding and acceptance of the scope of services.
  - 3. Acceptance of the RFP and Contract requirements.
  - 4. Clarity and conciseness of the response.
- C. PROPOSER's capability to provide the services requested and information contained in Attachment "A" **(60 Points)**
  - 1. Background of PROPOSER and support personnel, including professional qualifications.
  - 2. Relevant experience of the PROPOSER.
  - 3. Specific experience with public entity clients.
  - 4. Other resources, including the total number of employees, number and location of offices.
  - 5. References and experience in the Texas public sector.

COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factors listed herein and by the recommendation of the Selection Committee with approval of the County Commissioners Court.

## **VIII. TERMS AND CONDITIONS**

**Submission of Proposals:** One (1) original and four (4) typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Excess Workers' Compensation Insurance" clearly marked on the envelope. **All Proposals are due in the Purchasing at Hidalgo County no later than 9:30 AM CST on Wednesday, Month 00, 2019. Any Proposal received at the location below after that time shall not be considered.**

Please mail or deliver your Proposal to:  
**Physical Address**  
**Martha L. Salazar, CPPB, Purchasing Agent**  
**Hidalgo County Purchasing Department**  
**2812 S. Hwy. 281**  
**Edinburg, TX 78539**  
**(956) 318-2626**

All provisions in PROPOSER's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a Proposal is selected, throughout the entire term of the Contract.

All Proposals become property of COUNTY upon receipt and will not be returned. Proposals submitted will clearly identify trade secrets or information deemed confidential by the PROPOSER by typing the word "**CONFIDENTIAL**" in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSERS are hereby notified that any Proposals submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

**Independent Contractor** - It is expressly understood and agreed that PROPOSER and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the PROPOSER. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

#### **IX. INSURANCE & INDEMNITY PROVISIONS**

- A. Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed certificate(s) of insurance to the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.
  - Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insured with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.

- The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.
  - Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
  - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. CONTRACTOR shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

**Hidalgo County Department of Budget & Management**  
**Attention: Flora Vazquez**  
**2818 S Bus. Hwy 281**  
**Edinburg, Texas 78539**

- F. **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- G. **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
- H. **CONTRACTOR shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.**

**X. SCHEDULE OF EVENTS**

RFP Mail outs  
 Proposals Due

**Monday, October 28, 2019**  
**Wednesday, November 13, 2019 -9:30 a.m.**

Contract Award  
 Start Date

**Possible Award On: Tuesday, December 16, 2019**  
**January 1, 2020**

**XI. RESERVATION OF RIGHTS**

COUNTY reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

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ATTACHMENT B

**HIDALGO COUNTY, TEXAS**

**EXCESS WORKERS' COMPENSATION INSURANCE**

**Primary Program Options -**

**Limits:**

WC: Statutory  
EL: \$1,000,000/ \$1,000,000/ \$1,000,000

**SIR Options:**

WC & EL: a) \$350,000 Per Occurrence

**POLICIES- ALL  
OPTIONS/COVERAGES:**

To Be Determined

**Payment Terms:**

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

Accepted  Declined

**Requested Coverages, Limits, and Deductibles**

**Workers Compensation: Statutory**

**Employers Liability:**

\$1,000,000 Bodily injury by accident, each accident (\$100,000 min.)

\$1,000,000 Bodily injury by disease, each employee (\$100,000 min.)

\$1,000,000 Bodily injury by disease, policy limit (\$500,000 min.)

**Requested Coverage Provisions**

**Requested Effective Date: January 1, 2020 to December 31, 2020**

Accepted  Declined

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

Accepted  Declined

**Other States Coverage:** Please provide other states coverage for all states and U.S. territories and possessions, except the monopolistic state fund states.

Accepted  Declined

**Please include the following endorsements:**

**Voluntary Compensation (WC 00 03 11A):** Please include this endorsement providing coverage for state workers compensation benefits for employees not otherwise entitled to workers compensation benefits under that state's law, provided that the injured employee releases the employer and the insurer from all other responsibility for the injury. Voluntary coverage should apply to ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION OR OCCUPATIONAL DISEASE LAW OF ANY STATE, EMPLOYEES INJURED WHILE TEMPORARILY WORKING OUTSIDE OF THE UNITED STATES AND CANADA, VOLUNTEERS, AGRICULTURAL EMPLOYEES, DOMESTIC EMPLOYEES, OTHERS in all states where legally permissible. Benefits payable should be those established in the workers compensation law of THE STATE OF HIRE, THE STATE WHERE INJURY OCCURS, THE STATE OF.

Accepted  Declined

**Waiver of Our Right To Recover from Others Endorsement (WC 00 03 13):** Please endorse the policy to provide *blanket* waivers of subrogation when required by written contract or agreement.

Accepted  Declined

**Ninety-Day Notice of Cancellation, Nonrenewal, or Material Change in Renewal.** Please add the manuscript cancellation notice endorsement included with this submission.

Accepted  Declined

**Delayed Notice of Occurrence Endorsement**

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

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

Accepted  Declined

**Broad Named Insured Endorsement**

It is agreed that:

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

Accepted  Declined

### **Unintentional Errors and Omissions**

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

Accepted  Declined

### **Notice of Occurrence**

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

Accepted  Declined

**Workers Compensation Codes and Projected Payrolls:** Refer to enclosed "Workers Compensation Schedule."

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

Excess Workers' Compensation Insurance

Exhibit B

**SELECTION/EVALUATION CRITERIA**

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY'S COMMISSIONERS' COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**
2. Responsiveness to the Request For Proposal **20 Points**
  - a. Requested information included and thoroughness of response.
  - b. Understanding and acceptance of the scope of services.
  - c. Acceptance of the RFP and Contract requirements.
  - d. Clarity and conciseness of the response.
3. Proposer's capability to provide the services requested **60 Points**
  - a. Background of Proposer and Support Personnel, including professional qualifications.
  - b. Relevant experience of the Proposer.
  - c. Specific experience with public entity clients.
  - d. Other resources, including the total number of employees, number and location of offices.
  - e. References and experience in the Texas Public Sector.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

Excess Workers' Compensation Insurance

Exhibit B

RFP SELECTION/EVALUATION FORM

		<u>Selection Criteria</u>	
		<u>Point</u>	<u>Score</u>
1.	Economic Evaluation of the Proposed Fee Schedule	<b>20 Points</b>	_____
2.	Responsiveness to the Request For Proposal		
	a. Requested information included and thoroughness of response.		
	b. Understanding and acceptance of the scope of services.		
	c. Acceptance of the RFP and Contract requirements.		
	d. Clarity and conciseness of the response. Responsiveness to the Request for Proposal		
		<b>20 Points</b>	_____
3.	Proposer's capability to provide the services requested and information contained in Attachment "A".		
	a. Background of Proposer and Support Personnel, including professional qualifications.		
	b. Relevant experience of the Proposer.		
	c. Specific experience with public entity clients.		
	d. Other resources, including the total number of employees, number and location of offices.		
	e. References and experience in the Texas Public Sector.		
		<b>60 Points</b>	_____
	<b>Total</b>	<b>100 Points</b>	<b>Score</b>

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_