



REQUEST FOR PROPOSALS

HIDALGO COUNTY

(Including all funding sources, programs and entities)

RFP NO: 2020-180-06-24-YZV

“Online Enrollment & Benefits Administration System”

Acceptance Date: **June 24, 2020**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Contract Specialist Contact Information:
Yolanda Velasquez Contract Specialist II
(956) 318-2626 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed proposals with qualifications will be received for **Hidalgo County -“Online Enrollment & Benefits Administration System”**, in accordance with the specifications attached as Exhibit "A" hereto. Responses should address all specifications set forth. Bidders (may also be referred to as respondents, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a 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 bid.
2. **One (1) original, one (1) copy and three (3) USB in PDF format of response is required**, with the respondent'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: 2020-180-06-24-YZV- Hidalgo County -“ Online Enrollment & Benefits Administration System”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **on or before 9:30 am, Wednesday, June 24, 2020.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE AND/OR PACKAGE IN REFERENCE TO RFP.

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

Additionally, all forms listed below must be properly executed and included with your Bid:

1. Legal Notice (See **page 11**);
 2. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
 3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
 4. Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
 5. Certification Regarding Debarment (See **Exhibit “F”**);
 6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
 7. Proposer's Affidavit (See **Exhibit “J”**); and
 8. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted.
 4. Failure of the delivered item 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 respondent or to reject all bids and re-advertise.
 5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. The 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 figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. 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 qualification 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.
13. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
 - At least seventy-two (72) hours prior notice of delivery must (if applicable) 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
14. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation - **Hidalgo County - "Online Enrollment & Benefits Administration System"**
 - 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
 Postal/Mailing 2808 S. Business Hwy. 281
 Edinburg, Texas 78539
 956-318-2511

15. SCHEDULE OF EVENTS

Proposals Opening, 9:30 A.M. **June 24, 2020**
 Award of Contract: _____
 Commence Work or Deliver Products: _____

16. HIDALGO COUNTY HOLIDAYS:

2020 YEAR	
New Year’s Day	01/01/2020
Martin Luther King Day	01/20/2020
President’s Day	02/17/2020
Good Friday	04/10/2020
Memorial Day	05/25/2020
Independence Day	07/03/2020
Labor Day	09/07/2020
Columbus Day	10/12/2020
Veteran’s Day	11/11/2020
Thanksgiving Day	11/26 & 27/2020
Christmas Day	12/24 & 25/2020
New Year’s Eve	12/31/2020

17. 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 by a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent 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.
- **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management.**

18. TITLE VI NOTICE/ NONDISCRIMINATION

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
 - “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
 - If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

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 qualification 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.

• **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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 the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

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

20. 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 packet. In accordance with these requirements, a 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 No. 2020-180 as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office via email to yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the 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/whatsnew/elf_info_form1295.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

21. If during the life of any contract, or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - 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; and

- Be otherwise qualified and eligible to receive an award.
24. Successful respondent 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 respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
 25. Any contract award to a successful respondent 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) days written notice prior to cancellation.
 26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise, perform in accordance with the requirements.
 27. **Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent 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 respondents' 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 the successful respondent.**
 28. Successful respondent 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 Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (2) business days at no expense to County. Items that are 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 items' nonconformity.
 29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Respondents shall provide with the qualification 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 the name of the representative or contact person.
32. CONTRACTS SUBJECT TO FEDERAL AWARD:
- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
 - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
 - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).
33. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:
- The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

34. **BOYCOTT ISRAEL VERIFICATION:** In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*
 1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
 2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
 3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*
35. **TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.
36. By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during

the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.

37. Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

DRAFT

Request for Proposals
For
HIDALGO COUNTY

“Online Enrollment & Benefits Administration System”

RFP NO: 2020-180-06-24-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 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 respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm:

Address:

By:

**Printed
Name:**

Title:

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY

REQUEST FOR PROPOSAL

“Online Enrollment & Benefits Administration System”

RFP NO.: 2020-180-06-24-YZV

INTRODUCTION:

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified respondents to select an “**Online Enrollment and Benefit Administration System**” that will be used to administer the benefits of employees.

Hidalgo County (hereinafter referred to as COUNTY) is located in Hidalgo County, Texas. The majority of the approximately 3,900 insured employees, retirees and COBRA participants participating in HIDALGO COUNTY's self-funded health benefit plan and Section 125 Voluntary Insurance Products use the services of providers located in Hidalgo County.

Sealed proposals will be accepted until **9:30 A.M., June 24, 2020, 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.: 2020-180-06-24-YZV
“Online Enrollment & Benefits Administration System”**

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL BY NO LATER THAN Tuesday, June 16, 2020,** at 5:00 P.M. at volanda.velasquez@co.hidalgo.tx.us. Responses will be sent to all applicants via e-mail by **Thursday, June 18, 2020**. **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 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.

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 proposer's 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:

Initial four (4) year term commencing upon award with option to renew one (1) year term.

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.

DRAFT

SECTION II -RFP REQUIREMENTS

RFP OBJECTIVES AND PROCESS

Hidalgo County is issuing this Request for Proposal (RFP) to identify a vendor or vendors which will provide Online Enrollment & Benefits Administration System for the benefit plans sponsored by Hidalgo County.

The selected partner shall provide a "best in class" on-line platform and an overall high-quality user experience for employees through a robust and contemporary fully functioning benefits automation platform that will seamlessly interface with Hidalgo County's various supplier partners.

This request for proposal will outline in detail the business and service requirements necessary for an organization to successfully be awarded the Hidalgo County benefits administration business.

The services being requested in this RFP include:

- **Benefits administration – eligibility, annual enrollment, life event processing, etc.**
- **Call Center Support**
- **ACA Administration**
- **COBRA & Direct Billing Administration**
- **Flexible Spending Account Administration**
- **Health Savings Account Administration**
- **Parking / Transit Program Administration**
- **Wellness Program Administration**

BIDDER REQUIREMENTS

Service	Description
Health & Welfare Services Implementation	<ul style="list-style-type: none">▪ Develop a detailed implementation plan which lists responsibilities, expected completion dates and anticipated time and staffing required by client personnel.▪ Provide qualified and adequate vendor personnel devoted to implementation of health and welfare administration for client benefit plans.▪ Work with previous health and welfare administration vendor to develop a plan for transferring historical data to the new health and welfare administrator.▪ Load data into vendor's health and welfare system. Work with client and prior vendor to resolve errors that result from data load.

	<ul style="list-style-type: none"> ▪ Design website customized for client which provides health and welfare related information to client employees and retirees. ▪ Provide functionality for employees to complete annual and ongoing benefits enrollment and complete qualified life event notifications online. ▪ Provide sample contract language to client for review. Work with client attorneys to modify contract as necessary. ▪ Work with client to identify desired ongoing reports and process for requesting ad-hoc reports. ▪ Provide sample communication to be used during ongoing administration to client for review. Assist client with communications to employees and retirees regarding implementation of new health and welfare administrator.
Enrollment & Eligibility	<ul style="list-style-type: none"> ▪ Manage all aspects of annual benefits enrollment, including project management, development of communication, updating of enrollment website, processing enrollments, and sending data to appropriate third party benefit providers and client payroll vendor. ▪ Manage all aspects of ongoing benefit enrollment for new hires and existing employees with qualified life events including development of communication, processing enrollments and sending data to appropriate third party benefit providers and client payroll vendor. ▪ Administer various events throughout the year, such as: health savings account changes, retirements, transfers between Hidalgo County, imputed income, conversation from part-time/full-time benefits, census reports, leave of absences, dependent audits, direct billing, qualifying life events, surviving spouses, split coverage, death claims, etc.
Integration (EDI/API)	<ul style="list-style-type: none"> ▪ Work with other client vendors (e.g., payroll, benefit insurers and claims administrators) to develop required integrations necessary to administer the client's health and welfare plans. ▪ Develop and maintain data feeds between payroll system and vendor, and between vendor and third-party benefit administrators. ▪ Ensure that data is accurate, and the feeds are completed on a regular schedule.
Fulfilment	<ul style="list-style-type: none"> ▪ Provide fulfillment services for enrollment and other written material as agreed to between Hidalgo County and vendor.
Employee Service Center	<ul style="list-style-type: none"> ▪ Provide an employee and retiree call center staffed with qualified and knowledgeable personnel to respond to questions and assist participants with benefit enrollment related issues.

	<ul style="list-style-type: none"> ▪ Call center representatives should be available via a toll-free number during regular business hours, considering all Hidalgo County locations normal working hours (preferably 8:00 am – 5:00 pm CT) ▪ Calls and issues should be tracked via a computerized case management tool.
Retiree H&W Administration	<ul style="list-style-type: none"> ▪ Work with current pension administrator to ensure health & welfare deductions occur on pension checks.
FSA Reimbursement	<ul style="list-style-type: none"> ▪ Provide primary point of contact for employees for FSA (healthcare and dependent care) administration. ▪ Maintain record of employee FSA account balances. ▪ Issue payments to employees from FSA account up receipt of required documentation. ▪ Reconcile FSA account on an annual basis and provide information required for client to obtain forfeited funds.
COBRA & Direct Billing Administration	<ul style="list-style-type: none"> ▪ Administer all aspects of COBRA and direct billing for Hidalgo County including communication, billing and benefit administration for COBRA eligible and direct billed employees, retirees and surviving spouses.
ACA & Other Compliance Services	<ul style="list-style-type: none"> ▪ Calculate the employee's full-time status in accordance with the measurement period. ▪ Collect and configure the data elements needed to comply with the reporting requirements of IRC 6055 and 6056. ▪ Export data to populate the 1095 forms. ▪ Transmit data to the IRS. ▪ Print and send 1095 forms to employees.
Retiree H&W Administration	<ul style="list-style-type: none"> ▪ Work with current pension administrator to ensure health & welfare deductions occur on pension checks.
FSA Reimbursement	<ul style="list-style-type: none"> ▪ Provide primary point of contact for employees for FSA (healthcare and dependent care) administration. ▪ Maintain record of employee FSA account balances. ▪ Issue payments to employees from FSA account up receipt of required documentation. ▪ Reconcile FSA account on an annual basis and provide information required for client to obtain forfeited funds.

COBRA & Direct Billing Administration	<ul style="list-style-type: none"> ▪ Administer all aspects of COBRA and direct billing for Hidalgo County including communication, billing and benefit administration for COBRA eligible and direct billed employees, retirees and surviving spouses.
ACA & Other Compliance Services	<ul style="list-style-type: none"> ▪ Calculate the employee's full-time status in accordance with the measurement period. ▪ Collect and configure the data elements needed to comply with the reporting requirements of IRC 6055 and 6056. ▪ Export data to populate the 1095 forms. ▪ Transmit data to the IRS. ▪ Print and send 1095 forms to employees.

VENDOR QUESTIONNAIRE

1. Provide the name, title, address, phone number, fax number and email address for the person submitting the proposal and/or the primary contact during the proposal review process.
2. Briefly describe your organization including:
 - a. Business background and history
 - b. Years in business
 - c. Any organization changes (mergers, acquisitions, divestitures) that have occurred or are planned in the future
 - d. Future vision for the organization
 - e. Technology roadmap
 - f. Alliance relationships (specify those used as part of your service offering)
3. What differentiates your company from its competitors?
4. Where is your company headquartered? Where are your other locations (if applicable)? Which location will support us? Are any activities performed off-shore?
 - a. If yes, describe your plans for offshoring including an explanation of the services you are proposing to support offshore.
5. Briefly describe your company culture.
6. How many employees do you have? How many employees are dedicated to benefits administration?
7. What is your employee retention rate? How do you ensure quality employees stay with your organization?

8. Provide an overview of your current client base and industries you serve.
9. How many benefits administration clients do you have?
10. What is your average client size?
11. What is your client retention rate? What programs do you have in place to support client retention?
12. How many new clients do you expect to bring on-line for administration services during **2020** What is your capacity (for example, number of clients, number of benefit eligible employees) for an AE of anticipated enrollment and/or Go Live Date of **September 21, 2020**.
13. Describe your core product and service lines. Describe any optional services you provide.
14. What is the name of your Benefits Administration system?
15. Confirm if your organization owns or leases the proposed enrollment platform. If your organization does not own the proposed platform or applications within the platform, identify the subcontractor and explain how your organization will be responsible for their overall performance.
16. What percentage of your company's revenues is derived from online enrollment and benefits administration services?
17. Provide a copy of your annual report or similar financial statement and a current SOC report (or similar document).
18. Please confirm that you shall minimally duplicate the present-day service requirements as noted in section 2. If there are any deviations, please describe them.

ACCOUNT TEAM / MANAGEMENT STRUCTURE

Where will the support personnel providing administrative and customer services to Hidalgo County be located?

1. When, during the RFP process, will the individuals on Hidalgo County's team be identified?
2. Describe the structure of the implementation and ongoing service teams. Describe executive involvement, if any in Hidalgo County's account.
3. Describe each team member's primary responsibilities and average tenure of experience.
4. Provide an organizational chart depicting the names and titles of the Leadership Team for your administration business.
5. What hours are teams typically available? Would we have backup resources in the case of our ongoing support team members being out of the office?
6. Describe the hiring and training process for personnel in the locations from which the Hidalgo County account will be supported.
7. How many other clients or member lives does each team support? How do you manage the workload of each team?
8. Describe your approach to managing administrative relationships.
9. Please describe your customer service philosophy and culture, including how you measure customer satisfaction.
10. How frequently do you review client satisfaction with clients?
11. Describe your approach for working with a client who is dissatisfied with the service you are providing? Provide detail on how you ensure you understand the concerning issue(s), short-term & long-term approaches for monitoring, etc.
12. Describe the feedback forums available to clients. Do you have a client advisory council or other forum for clients to provide feedback about the product / services?

HEALTH AND WELFARE SERVICES IMPLEMENTATION AND / OR CONVERSION

1. Please provide a sample implementation project plan, including a sample timeline based on the go-live date provided.
2. Please describe your implementation team - list the persons, responsibilities and years of experience.
3. Explain your organization's approach to ensuring a seamless transition from the implementation team to the ongoing client service team.
4. Describe the functions in which the in-house staff at Hidalgo County will need to be involved with implementation.
5. Describe your organization's approach to data conversion during the implementation including what types of data can be imported during implementation, the initial census data import process, testing process and data reconciliation process.
6. What, in your opinion, are the most critical success factors that will determine success of the implementation?
7. Describe the type of training you offer during implementation to the in-house staff at Hidalgo County. Are there additional costs for training and/or materials?
8. Confirm your ability to meet a go-live date for open enrollment and ongoing administration.
9. How many health and welfare implementations have you conducted over the past year and how many are scheduled in the same time frame as the one proposed in this RFP?
10. Does your organization perform a formal implementation satisfaction survey? If yes, what are your implementation satisfaction results over the past 3 years?

ONGOING HEALTH AND WELFARE ADMINISTRATION CAPABILITIES

1. Will your system accommodate all the features of the Hidalgo County benefit program?
2. Are there any aspects of the program design that might present a problem for your organization or that would be outside of your normal parameters? Clearly detail any features that cannot be accommodated. Does your organization accommodate a manual process for those processes that are difficult to program?
3. Describe the processes that your organization has in place for ongoing demographic data management to maintain data integrity.

4. Describe your approach to supporting and coordinating the annual benefits enrollment process, including project management, development of communication, updating of enrollment website, processing enrollments, and sending data to appropriate third-party benefit providers and client payroll vendor.
5. Outline your approach to ongoing benefit enrollment management for new hires and existing employees with qualified life events including development of communication, processing enrollments, sending data to appropriate third-party benefit providers and Hidalgo County payroll vendor, and payroll deduction processing, including retroactive payroll changes.
6. Describe how you administer various events throughout the year, such as: health savings account changes, retirements, transfers between Hidalgo County, imputed income, conversion from part-time/full-time benefits, census reports, leave of absences, dependent audits, direct billing, qualifying life events, surviving spouses, split coverage, death claims, etc.
7. Describe how you will maintain employee and retiree health and welfare related data in a secure manner for use in enrollment and ongoing administration of health and welfare benefits.
8. Describe how you will work with current pension administrator to ensure health and welfare deductions occur on pension checks.
9. Describe how election data is transmitted to the carriers, how that data is validated against your eligibility data, and the process for resolving discrepancies.
10. Do you have in-house fulfillment capabilities, or do you outsource?

BENEFITS ENROLLMENT TECHNOLOGY

1. Provide a summary overview of your information technology environment.
2. Describe the advantages of your system over your competition.
3. Describe how you optimize your platform for user experience.
4. Describe the level of customization available within the employee website.
5. Is your platform web-based? If so, describe the browser requirements. If not, describe the hardware / software requirements.
6. Please describe your smart device and mobile device capabilities and what aspects of the system are available. Do you have a true mobile version, or can users simply access the traditional site via their non-PC device? Do you have an app?
7. How often are your systems upgraded? Are these upgrades included in your pricing or are they subject to additional charges?
8. Describe the type of support you provide during upgrades and releases.
9. Discuss the investment level and strategic direction your organization is pursuing for the systems that support health and welfare benefit administration services. What enhancements are planned for your health and welfare administration services?
10. Is your system available 24/7/365?
11. Do you provide a fully-replicated test environment?
12. What was the up-time of your system (not including maintenance) during the last three years?
13. Describe how your system will be updated with changes for the annual enrollment season as well as for legislative changes.
14. Does your system maintain an integrated database with on-line, "real-time" data? Explain how the system is updated with participant transactions.
15. Explain your organization's approach to disaster recovery including a summary of your back-up protocols and ability to recreate databases.
16. When is maintenance performed? How is this communicated to your clients?
17. Do you anticipate any changes to existing technologies in the next 12 months? Please indicate the anticipated changes and timing.

ANNUAL ENROLLMENT CAPABILITIES

1. Describe how an employee would access your platform during annual enrollment and the enrollment capabilities available to them.
2. Describe your decision support tools.
3. Describe how you manage the annual enrollment process, including planning/preparation, data requirement and interfaces, participant communications, test plan, etc. Be sure to include your approach to annual enrollment staffing (permanent or temporary and the process for getting them ready).
4. Describe the testing process for annual enrollment. Confirm if the client is required to be onsite at your facility to participate in testing.
5. Describe how the Hidalgo County **Employee Benefits** Administrator determines the benefit enrollment status of employees (e.g. enrolled, waived, unresponsive, etc.).
6. Can your system accommodate a passive enrollment? What is your recommendation for a passive enrollment?
7. Describe your ability to perform default enrollment processing.
8. How do you address unresponsive employees during open enrollment, life events, and new hires?
9. Confirm if there are additional fees to train and educate the service center representatives each year on the upcoming year benefit programs.
10. Describe the annual enrollment process and communications for members on leave and the coordination with the direct billing services.
11. Describe what happens for employees who experience an eligibility change during Annual Enrollment.

QUALIFYING LIFE EVENTS

1. Describe automated and self-service life event management process your system can support.
2. Explain your process for handling life events, including documentation collection (if available).
3. Describe the pending logic available in your system, including the ability to pend certain life events but not others, the ability for HR administrators to approve / deny life event elections, etc.

SECURITY AND COMPLIANCE

1. Describe your IT and infrastructure security protocols.
2. Does your system support security administration (e.g. assigning security role profiles for users)?
3. What, if any, IT security framework does your organization follow (e.g., NIST, COBIT, ITIL ISO, etc.)? Does your organization receive an external audit to validate your compliance with the selected framework you follow?
4. Are you HITRUST Certified? If so, please provide proof of certification.
5. What is your disaster recovery plan? How often is the plan tested? Please provide the results of your last test.
6. How are clients notified in the event of a security breach and what is the timeframe in which this information is communicated?
7. Please describe your approach regarding encryption. Describe the encryption method used to encrypt data while at rest and in transit. Please describe your key management processes.
8. Does your system allow Single Sign On (SSO) and what restrictions are there (if any)?
9. Describe your authentication process and various levels of user security.
10. How many years of employee history and changes do you keep on your system?
11. If sensitive information is purged/deleted, please identify how it is properly destroyed.
12. Do you have you have an in-house compliance department and/or in-house ERISA counsel to ensure that the services and technology you provide are compliant with all applicable laws and regulations related to benefits. If not, please provide details on how you receive and disseminate information related to compliance.

13. How do you keep your application updated with legislative and regulatory requirements?
14. Please describe in detail your current activities related to compliance with the Health Insurance Portability and Accountability Acts (HIPAA).

COMMUNICATION CAPABILITIES

1. Describe your system generated communication capabilities. Can you do on demand notices via email or paper mail? Can these be targeted?
2. Describe any communication support included in your fees, such as transition communications, annual enrollment communications, FAQs, etc. Please provide examples.
3. List the types of events for which communications can be triggered. (e.g., open enrollment reminder, life event reminder, new hire enrollment, need to upload supporting documents, etc.).
4. Is your system "rule based" so that employees will only see the plans, rates and options applicable to them?
5. Describe in detail the ways in which your system can display and highlight key messages to the employee (e.g. enrollment windows, pop-up messaging, alerts, etc.)
6. Can employees indicate their communication preference to determine how communications are delivered to them?
7. Do you have text messaging capabilities for employees that opt-in? If so, is there an additional fee?
8. Are there additional fees for communication material? If so, what communication material and how much?
9. Is your site translated into multiple languages? Does this include all aspects of the site?
10. Can your systems support posting documents, videos and links within the website? Can we upload these documents ourselves, or does it require your support?
11. Can you provide post-enrollment surveys and guidance on how to utilize the survey data collected?
12. Do you offer in-house fulfillment services? If so, describe your offering, including your print and product capabilities.

REPORTING

1. Please describe your reporting capabilities. Are these reports available within your system or is a different reporting tool required?
2. Describe your ability to create ad hoc or custom reports.
3. Are real-time reports or point-in-time reports available?
4. Can reports be scheduled?
5. In what formats can your reports be generated?
6. Can you report on all fields within your system?
7. Are you able to deliver required reporting for all populations including actives, COBRA and retirees?
8. Do you have a census report available that contains all demographic and election data of every employee?
9. Can you create billing reports? If so, describe how the billing statements will improve the self-bill and list-bill process.

PRICING

1. Describe your general approach to pricing.
2. Detail your implementation fees. What do these fees entail?
3. Describe the ongoing fees.
4. Describe how you approach charging for annual enrollment.
5. Are there SLA's in place to compensate Hidalgo County if performance does not meet expected levels of service?
6. Please discuss your approach to change orders, including your process for defining the scope of the change order and related fees.
7. Describe any services that are priced on a per project basis.

ADDITIONAL SERVICES

CALL CENTER CAPABILITIES

1. What communication tools are supported (e.g. calls, emails, text, live chat, etc.) by your service center(s)?

2. Explain the initial and ongoing training provided to customer service representatives.
3. Outline your approach to ensuring adequate call center staffing to handle increased call volumes during annual enrollment and other special events.
4. Are clients able to monitor call center representatives? If so, how?
5. How do you work with the client for problem resolution? Describe your process for “managing cases” including escalation.
6. Describe the tools and technologies available to call center employees to ensure effectiveness in call handling.
7. Describe the typical qualifications of your service representatives (e.g., level of benefit experience, educations, licenses and certifications.)
8. What is the turnover rate among your customer service representatives?
9. Provide an employee and retiree call center staffed with qualified and knowledgeable personnel to respond to questions and assist participants with benefit enrollment related issues.
10. Describe the performance standards that are measured within your service center or with respect to the health and welfare administration services outlined in the RFP.
11. Discuss your ability and willingness to accept penalties for achieving specific performance standards.
12. Explain how you ensure quality with respect to the handling of participant calls to the service center.
13. What quality assurance measures are in place to ensure data is loaded error free and that calculations within the enrollment are correct?
14. Describe the process that you have used with clients to monitor ongoing contract performance.

ACA COMPLIANCE

1. Do you provide ACA administration services in-house? Is it integrated with your enrollment and eligibility platform?
2. What is the benefit of using your company for ACA services?
3. Describe in general your ACA recordkeeping and reporting capabilities.

COBRA & DIRECT BILL ADMINISTRATION

1. Do you provide COBRA and Direct Bill administration services in-house? Are they integrated with your enrollment and eligibility platform?
2. What is the benefit of using your company for COBRA and Direct Bill services?
3. Describe the type of COBRA and Direct Bill Administration services you offer. Include qualifying event notices, billing, premium collection and disbursement, eligibility confirmation, disability extensions, cancellations).
4. What communications are sent to COBRA and Direct Bill participants?
5. What options do COBRA participants have for enrolling in benefits and making payments?
6. How are you typically notified of the change in status?
7. What are the accepted payment methods?
8. Can participants and administrators see billing amounts and bills paid through your website?
9. How do you handle short payments or non-payments?

DEPENDENT VERIFICATION

1. Do you provide Dependent Verification / Audit services in-house? Do you offer a one-time and / or ongoing service model? Is the platform integrated with your enrollment and eligibility platform?
2. What is the benefit of using your company for Dependent Verification / Audit services?
3. Describe the type of Dependent Verification services you offer. Please include options for documentation collection, review / approval of documentation and communication to employees (e.g. reminder emails) that happens when an employee does not provide the appropriate documentation?
4. Can employees upload documents themselves? If so, can this be done through a mobile device?

REIMBURSEMENT ADMINISTRATION

1. Do you provide Reimbursement Administration services (FSA, HSA, HRA, Transit & Parking) in-house? Is the platform integrated with your enrollment and eligibility platform?
2. What is the benefit of using your company for Reimbursement Administration services?
3. Describe the type of Reimbursement Administration services you offer. Include qualifying event notices, billing, premium collection and disbursement, eligibility confirmation, disability

extensions, cancellations).

4. What communications are sent to participants?
5. Please describe how participants can submit claims (mail, email, mobile device, etc.).
6. What is your average claim turnaround time?
7. Do you provide a debit card?
8. How do employees track balances, claims, transactions, etc.?

TOTAL COMPENSATION STATEMENTS

1. Do you provide Total Compensation Statement services in-house? Do you offer a one-time and /or ongoing service model? Is the platform integrated with your enrollment and eligibility platform?
2. What is the benefit of using your company for Total Compensation Statement services?
3. Describe the type of Total Compensation Statement services you offer.

REFERENCES

1. Provide Three (?) references, along with contact information, of companies for whom you currently provide health and welfare administrative services. For each reference, indicate the nature of the services provided along with the length of time that you have provided those services.

Required Contents for RFP Submittals

FEE SCHEDULE/PRICING

Respondent(s) must provide pricing on service(s) requested. Please complete the table below with pricing for said services:

ACTIVITY	IMPLEMENTATION / START-UP FEES	ANNUAL RECURRING FEES
Annual Enrollment		
Base Fee		
Web Access		
Customer Service Center		
Ongoing Administration		
Base Fee		
Web Access		
Customer Service Center		
Carrier Interfaces		
Billing and Reconciliation		
Ancillary Services		
COBRA Administration		
Direct Billing		
Flexible Spending Accounts		
ACA Eligibility Management		
ACA Reporting		
Pass through Charges (please specify)		
Other Fees (please specify)		
Total Price Proposed		

SECTION III

Selection, Evaluation and Award

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.

EXHIBIT “B”
“ONLINE ENROLLMENT & BENEFIT ADMINISTRATION SYSTEM”
EVALUATION CRITERIA
RFP: 2020-180-06-24-YZV

Selection Criteria		Points
I. QUALIFICATIONS /EXPERIENCE		(40pts)
➤ Experience with administering health and welfare plans	0-20	
➤ Ability to provide the services outlined in the requirements of services section	0-20	
Comments/Rationale For Points:		TOTAL
II. RESPONSIVENESS:		(50pts)
➤ Quality of team providing day-to-day services	0-15	
➤ Integration of Services	0-15	
➤ List of References provided	0-15	
➤ Quality of RFP	0-5	
Comments/Rationale For Points:		TOTAL
III. PROPOSED FEE		(10 pts)
➤ Cost of Services	0-10	
Comments/Rationale for Points		TOTAL
Total Score		

Company/Firm

Date

Evaluator

Department/Precinct

vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **Month 00, 2020** and expiring on **Month 00, 20__**, and may be extended at the sole discretion of the County for an additional **___ () one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. Indemnification. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. Assignment. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: _____

13. Provisions. In case any one or more of the provisions contained in this Agreement shall

for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III
Assistant District Attorney