
PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFP. Further, the Respondent is responsible for providing any and all relevant information necessary to establish qualifications of the Carrier. Failure to do so will be at the Respondent's risk, and may result in rejection of the qualification as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

INTRODUCTION

Hidalgo County (hereinafter referred to as “**COUNTY**” including all funding sources, programs, and entities) is requesting for sealed proposals from qualified Insurance Carriers “**Section 125 Voluntary Insurance Products**” to provide insurance benefits for its employees and employee's dependents for Section 125 Voluntary Insurance Products, including: Voluntary Accident Plan, Voluntary Cancer Plan, Voluntary Combined Short & Long Term Disability Insurance, Voluntary Critical Illness Plan, Voluntary Dental Plan, Voluntary Hospital Indemnity, Voluntary Vision Plan, Voluntary Term Life Plan Voluntary, Voluntary Universal Life Plan, and Voluntary Whole Life Plan. All sealed proposals submitted shall be listed in Appendix L Deviation Form. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. COUNTY reserves the right to reject the deviation and its effect on the overall proposals.

Hidalgo County is requiring all submitted proposals are to remain firm for a minimum of ninety (90) days after the RFP opening.

AWARD

No award can be made until approved by Hidalgo County Commissioners' Court. This RFP does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of an agreement.

DISQUALIFICATION AND REJECTION OF PROPOSALS

Failure to comply with the minimum requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the requirements, may result in disqualification.

TERM OF AGREEMENT

Hidalgo County is seeking a three (3) year rate guarantee agreement (period with benefits favorable to the County). The County shall have the option to terminate during the term of the agreement, at any time during the term of the contract provided that the County gives a thirty (30) day notice of intent to cancel the agreement.

Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the agreement term in the event new respondents have not been awarded, for non-renewal or plan changes.

AGREEMENT EFFECTIVE DATES ARE AS FOLLOWS:

a.	January 1, 2022	December 31, 2022
b.	January 1, 2023	December 31, 2023
c.	January 1, 2024	December 31, 2024

PROPOSALS

Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the Specifications. A good understanding of your products is a must. A narrative summary of all deviations from the Specifications is required as part of your proposal (on the Deviation Form Appendix L). A detailed explanation and description of price quotation deviations should be submitted as well.

Hidalgo County will accept different unique proposals from an insurance carrier. Hidalgo County as its sole discretion will select the Agent(s) of Record. No agent fees will be paid by Hidalgo County. Submissions from multiple agents for the exact same plan described and benefits may be disqualified.

GENERAL REQUIREMENTS

One (1) original, three (3) copies and two (2) USBs in original PDF format. Further instructions listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix “N”**.

SUBMISSION DEADLINE AND BID OPENING

All submissions must be received on or before Monday, June 28, 2021 at 10:00 A.M. **Any submission received after this deadline will not be accepted and will be returned to sender at the sender’s expense.**

BID OPENING STREAMING

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

Live

stream:

<https://hidalgocounty.zoom.us/j/86543871112?pwd=UmlGREFPWXNpNlVFRS9pWjFlcUQwUT09>

Meeting ID: 828 3223 8560

Passcode: 641888

Dial by your location: +1 346 248 7799 US (Houston)

To find your local number: <https://hidalgocounty.zoom.us/u/kvs50PqpI>

Join by SIP: 82832238560@zoomcrc.com

HAND DELIVERED BIDS

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

ELECTRONIC TRANSMISSION OF SUBMISSION

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions

DELIVER TO:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Director
ATTN: Alexandra B. Vela
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Director
ATTN: Alexandra B. Vela
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the USB is clearly labeled.** If your USB is password protected, please ensure to include your typed password on an envelope enclosed with your submission

QUESTIONS AND ANSWERS

Questions must be submitted via email to alexandra.vela@co.hidalgo.tx.us by **Monday, June 21, 2021 at 5:00 P.M.** Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Wednesday, June 23, 2021.** Telephone inquiries will not be accepted.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the offeror to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so

that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **The timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such a request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

WAIVING OF INFORMALITIES

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

NOTICE OF COMMUNICATION

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 this procurement packet 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 “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.

VENDOR INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
- One (1) original, **clearly marked “ORIGINAL”**, three (3) copies and two (2) USBs in PDF format. Original document must be submitted in a three-ring, loose-leaf binder with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. One (1) USB containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete proposal must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor’s name and the RFP number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFP number will be at risk for rejection.
- Each section of the vendor’s response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list Sections I-VI and the contents of each section as listed in **Appendix A**.
- The binder must be in the order listed in the Submission Outline/Checklist below.

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SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation.

Submission Cover Sheet - Must include the following:

- Company Name, Company Address, Company Phone Number
- Project Name: Sealed Proposals for Section 125 Voluntary Insurance Products
- Procurement Number: RFP No. 2021-150-06-28-ABV
- Opening Date: Monday, June 28, 2021
- Opening Time: 10:00 A.M.

Table of Contents

Section I: Required Documents (signed and filled) and Experience Qualifications

- **Executive Summary**
 - Introduction Letter
- **Experience Qualifications** - The summary should include:
 - Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
 - Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- **Understanding of the Project**
 - This section should demonstrate that the respondent understands the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 5 pages in length.
 - **Legal Notice Acknowledgement**
 - **Appendix A**
 - Respondent's Minimum Qualifications Check List
 - Hidalgo County RFP submission Form for all Product Lines
 - Agent(s) Information
 - Agent(s) Felony Conviction Notification
 - Proposal Signature Sheets
 - Enrollment System Maintenance Agreement
 - Summary Of Benefits Worksheets on Separate Excel File
 - Each plan must include a Summary of Benefits and Coverage such as covered benefits, rate sheet, and coverage limitations. Other plan description documents such as flyers that are not customized to County's RFP requirements will not satisfy this request.
 - Summary of Benefits should be separated in Tabs and Labeled by Description of Benefits.
 - **Appendix C – Insurance Requirements**
 - Proof of Insurance
 - Insurance Requirement Acknowledgement
 - Project Requirements Acknowledgement
 - **Appendix D – Conflict of Interest Questionnaire**
 - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
 - Form 1295 (see page 16 under section 7.7.2)
 - **Appendix E – Vendor Forms**
 - Vendor Application
 - **Appendix F- Certification Regarding Debarment**

Signed Certification

- SAM.gov Registration Acknowledgement (see page 15 under section 7.5)
- **Appendix J – Proposal’s Affidavit**
- **Appendix L – Deficiencies and Deviations Form** (when applicable)
- **Appendix M- Reference Form**
- **Addenda** (when applicable; see Addenda under Legal Notice)

Section II: Personnel and Staffing

Section III: Scope of Services

Section IV: Legal Documents

Section V: Miscellaneous

Section VI: Pricing Information