
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 Vendor. 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General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. The information provided in this procurement packet is to be used for the purpose of preparing a response to this solicitation.

INTRODUCTION

Hidalgo County (hereinafter referred to as “**COUNTY**” including all funding sources, programs, and entities) is requesting for sealed proposals from qualified vendors to provide voluntary benefits plan for its employees and employee's dependents for Pre-paid Legal Services. 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 3 year rate guarantee agreement (specifically a 34 month term 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.	March 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 a vendor. Hidalgo County at its sole discretion will select the Agent(s) of Record. No agent fees will be paid by Hidalgo County. Multiple submissions for the exact same plan/benefit may be disqualified.

GENERAL REQUIREMENTS

One (1) original, one (1) copy 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, November 08, 2021 at 09:30 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/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09>

Meeting ID: 964 6467 6754

Passcode: 545411

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

To find your local number: <https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09>

Join by SIP: 96464676754@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: Jorge A. Garza
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Director
ATTN: Jorge A. Garza
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 Jorge.Garza@co.hidalgo.tx.us by **Monday, November 01, 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, November 03, 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 Director 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.

SUBMISSION INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and uniformity while being reviewed:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
- One (1) original, **clearly marked “ORIGINAL”** and One (1) copy **clearly marked “COPY”** two (2) USBs in PDF format.
- Original document must be submitted in a three-ring, loose-leaf binder with a Cover Page containing the specified information.
 - The Bidder must be in the order listed in the Submission Outline/Checklist below.
 - Each selection of the Offeror’s response should start on a new page. A tabbed divider should be used to separate each section.
 - Two (2) USBs containing the complete response in its original format (i.e. PDF, Word, and/or Excel) must be included.
 - If any of the documents have password restrictions, the passwords must be typed and included inside the binder.
 - The USB copies shall include copies of all signed documents.
 - The USB shall be properly labeled.
 - A self-adhesive packet may be used to secure the USB.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions contained within this procurement packet.
- All documents must be labeled with the offeror’s name and the procurement packet number as expressed on the shipping label on (appendix “N”). Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.

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